PROVIDER CONTRACTS

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OVERVIEW

Relevant statutes

- Anti-Kickback Statute
- Ethics in Patient Referrals Act ("Stark")
- Civil Monetary Penalties Law
- Tax-exempt status
- State laws

Application

- Types of Agreements
  - Employment
  - Independent contractors
  - Recruitment agreements
  - Leases and timeshares
- Common or recommended terms to consider based on my experience

WRITTEN MATERIALS

Resources

- .ppt slides
- Stark and Anti-Kickback Safe Harbors
- Stanger, *Physician Contract Checklist*
- Stanger, *Stark Requirements for Physician Contracts*
- Stanger, *Stark Requirements for Physician Leases*
- Stanger, *Physician Timeshare Arrangements*
- Stanger, *Check Your Physician Contracts*

Sample Agreements

- Physician employment agreement
- Physician independent contractor agreement
- Part-time lease
- Timeshare arrangement

PRELIMINARIES

- "One size does not fit all."
  - Consider specific circumstances and needs.
  - Check applicable laws and regulations.
  - Parties may have personal preferences.
- Draft the agreement so there is no misunderstanding.
  - Just because you know what you mean does not mean that others will, including:
    - Other party
    - Court
    - Regulatory agencies
- My comments generally favor the employer.
  - Providers may opt for the opposite.
- Terms will vary between
  - Employment or
  - Independent contractor

TYPE OF AGREEMENT

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EMPLOYEE V. CONTRACTOR

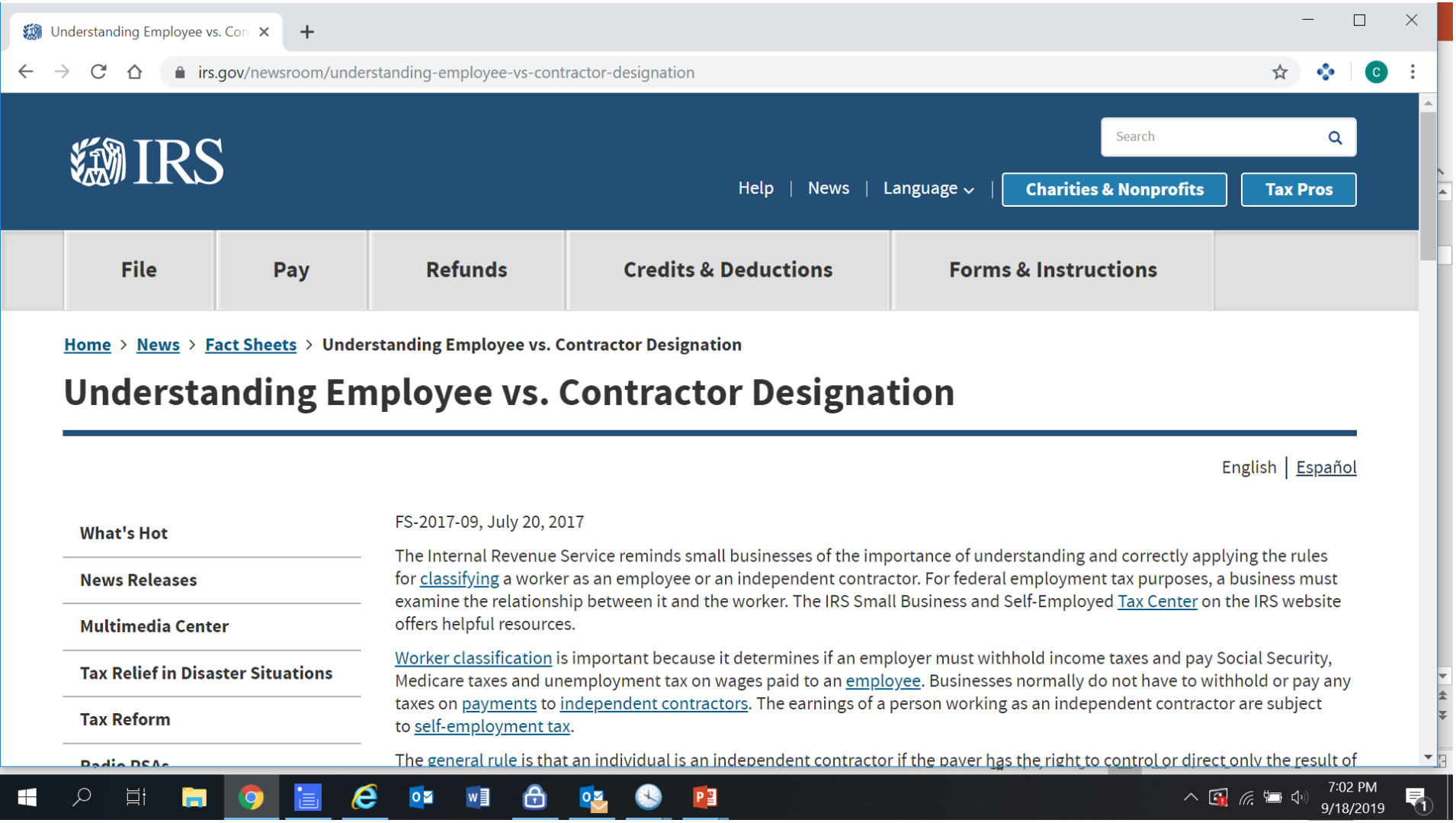
Employment

- Right of control
- Employer must withhold taxes
- Employer vicariously liable
- Employment laws apply, e.g., discrimination, wage/hour, etc.
- Easier to comply with regulations such as Stark and the Anti-Kickback Statute.

Independent Contractor

- No right of control
  - See IRS test
- Employer does not withhold taxes; contractor must pay
  - Unless IRS disagrees with classification
- Employer not vicariously liable
  - Beware actual or apparent agency
- Not subject to employment laws
- *May be liable for employment taxes if misclassify a contractor.*

HTTPS://WWW.IRS.GOV/NEWSROOM/UNDERSTANDING-EMPLOYEE-VS-CONTRACTOR-DESIGNATION



IRS FACTORS FOR DETERMINING EMPLOYEE V. CONTRACTOR

- Behavioral
  - Type and degree of instruction given
  - Evaluate how work performed or just end result
  - Instruction as to how work is performed
- Financial
  - Wage/salary or payment of flat fee for job
  - Investment in equipment used
  - Unreimbursed expenses
  - Opportunity for profit or loss
  - Worker may perform services elsewhere in the market
- Type of Relationship
  - Terms of written contract
  - Payment of employee benefits
  - Services provided as key activity of the business
  - Permanency of relationship

Right of Control

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LAWS AND REGULATIONS

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APPLICABLE LAWS

Healthcare Specific

- Anti-Kickback Statute
- Ethics in Patient Referrals Act ("Stark")
  - Applies to physicians
- Civil Monetary Penalties Law
  - Applies to physicians
- IRS tax exempt rules for 501(c)(3)'s

General Employment Laws

- Wage and hour
- Employee benefits/ERISA
- Discrimination
- Workplace safety
- Workers compensation
- Restrictive covenants
- Employee drug testing
- National Labor Relations Act
- Others

EMPLOYMENT

Stark (Physicians)

- Compensation must be:
  - Consistent with fair market value ("FMV") of services.
  - Does not take into account the volume or value of referrals for DHS
    - Does not apply to services personally performed by referring physician.
  - Commercially reasonable even if no referrals made.

(42 CFR 411.357(c))

Anti-Kickback Statute

- Compensation paid to bona fide employees for furnishing items or services payable by Medicare/Medicaid.

(42 CFR 1001.952(i))

- Safe harbor may not apply to excess payments for referrals instead of "furnishing items or services".

(OIG Letter dated 12/22/92 fn.2)

INDEPENDENT CONTRACTORS

Stark (Physicians)

- Writing specifies compensation.
- Compensation formula is:
  - Set in advance.
  - Consistent with FMV.
  - Does not take into account the volume or value of services or other business generated by the physician.
- Arrangement is commercially reasonable and furthers legitimate business purpose.
- Compensation may not be changed within 1 year.

(42 CFR 411.357(d) or (l))

Anti-Kickback Statute

- Writing signed by parties.
- Aggregate compensation is:
  - Set in advance.
  - Consistent with FMV.
  - Does not take into account the volume or value of referrals for federal program business.
- Aggregate services do not exceed reasonably necessary to accomplish commercially reasonable business purpose.

(42 CFR 1001.952(d))

GROUP PRACTICES

- Under Stark:
  - Group practices can compensate physicians differently than hospitals, e.g.,
    - Groups may pay share of profits subject to certain limits.
    - Groups may pay physicians for services performed "incident to" the physician services.

    (42 CFR 411.352 and .355)
  - Contracts between the hospital and group may create additional issues, particularly for the group, e.g.,
    - "Under arrangement" contracts may prevent the group from relying on the group practice exceptions.

CONTRACT TERMS

SERVICES

- Person or entity providing services
  - If group,* approve person providing services
- Employment v. independent contractor
- Commencement date
- Confirm services
  - Clinical
  - Administrative
  - Call
  - Supervision
  - Others?
- Schedule (fulltime, part-time, PRN)
- Qualifications

* Group services raise additional issues under Stark.

QUALIFICATIONS

Condition contract on satisfaction of qualifications:

- Successfully pass pre-employment screening.
- Licensure without restriction.
- DEA and state board of pharmacy authorization.
- Able to participate in Medicare, Medicaid, and other payer programs.
- Medical staff membership and privileges without restriction.
- Insurable under hospital's policies.
- Board certification or board eligible.
- Able to perform services.

PERFORMANCE STANDARDS

- Comply with laws and regulations; standard of care; hospital bylaws, and policies; payer requirements; third party contracts.
- Act in professional, cooperative, non-disruptive manner.
- Timely complete records per hospital policy.
- Promote service line.
- Support quality assurance, compliance and other programs.
- Attend required meetings and participate in assigned committees.
- Immediately notify hospital of circumstances giving rise to potential claims.
- Adhere to such other performance standards as reasonably established by employer.

EXCLUSIVITY

- If contract is not intended to be exclusive:
  - Confirm same.
  - Require cooperation with other providers.
- If contract is intended to be exclusive:
  - Define scope of exclusivity carefully.
  - Allow for appropriate exceptions.
  - Condition contract and privileges on continuance of exclusive arrangement.
  - Terminate contract and privileges if provider is no longer a part of the group that has the exclusive arrangement.

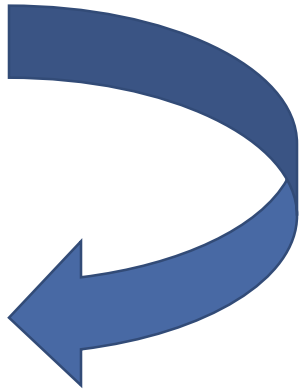
OUTSIDE ACTIVITIES

- Limit performance of professional services outside agreement during the term without employer's consent.
  - May specify permissible services, e.g., teaching, writing, performing expert testimony, etc.
  - Reserve right to revoke consent at anytime.
- Ownership of fees generated from outside activities.
- Obligation to secure insurance coverage.
- Coordinate with non-compete.
- Prohibit outside activities that:
  - Interfere with performance of services per agreement.
  - Compete with employer's services.
  - Increase employer's liability.

COMPENSATION

COMPENSATION

- Set salary
- Time-based
  - Per hour, shift, day, or month
- Productivity-based
  - wRVUs
  - Net charges
  - Net collections
  - Net income
- Value-based



Many/most entities have moved to production-based compensation to avoid losses.

Many entities will need to move toward value-based compensation to align with changing payer arrangements.

COMPENSATION

- Base salary, per hour, per day, per month, per shift, per service
  - Define what you are paying for, e.g.,
    - Clinical v. administrative services
    - Adjustment for partial shifts, partial years, etc.
  - APPs: consider wage/hour laws.
- Productivity = personally performed services.
  - wRVUs + appropriate modifiers for multiple procedures, surgical assists, contractual adjustments, no bills, no assigned wRVU, etc.
  - Billing or collections.
  - Include example of calculation to avoid misunderstanding.
  - Consider advance + true up at end of period with necessary repayment.
  - NOT share of overall profits, services performed by others (including "incident to"), ancillaries, cost savings, etc.

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JUSTICE NEWS

US v. Halifax Hospital

- 15% of operating margin for Oncology Program put in incentive compensation pool. Employed oncologists paid based on their personal performed services.
- Qui tam suit by Director of Physician Services
- Stark violation; hospital pays $85 million

FOR IMMEDIATE RELEASE

Florida Hospital System Agrees to Pay the Government $85 Million to Settle Allegations of Improper Financial Relationships with Referring Physicians

Halifax Hospital Medical Center and Halifax Staffing Inc. (Halifax), a hospital system based in the Daytona Beach, Fla., area, have agreed to pay $85 million to resolve allegations that they violated the False Claims Act by submitting claims to the Medicare program that violated the Physician Self-Referral Law, commonly known as the Stark Law, the Justice Department announced today.

The Stark Law forbids a hospital from billing Medicare for certain services referred by physicians who have a financial relationship with the hospital. In this case, the government alleged that Halifax knowingly violated the Stark Law by executing contracts with six medical oncologists that provided an incentive bonus that improperly included the value of prescription drugs and tests that the oncologists ordered and Halifax billed to Medicare. The government also alleged that

COMPENSATION

- Value-Based Compensation
  - The future of provider compensation…
  - "Nothing in [Stark] bars payments based on quality measures, as long as the overall compensation is fair market value and not based directly or indirectly on the volume or value of DHS referrals, and the other conditions of the exception are satisfied. For example, nothing in [Stark] would prohibit payments based on achieving certain benchmarks related to the provision of appropriate preventative health care services or patient satisfaction." (69 FR 16088)

COMPENSATION

- Value-based compensation
  - Patient management compensation
  - 5%-20% of compensation based on achieving quality metrics, e.g.,
    - Clinical quality/patient safety/outcomes (e.g., patients with diabetes achieved certain standards)
    - Patient satisfaction
    - Access to care
    - Efficiency
    - Use of health IT
    - Citizenship (e.g., participation in committees, meetings, etc.)

May use existing metrics, e.g.,
- Healthcare Effectiveness Data and Information Set (HEDIS)
- Physician Quality Reporting System (PQRS)

* Beware "take back" or "penalty" provisions.

COMPENSATION

Additional compensation

- Supervision of others
  - Actual time spent
- Signing bonus
- Retention bonus
- Relocation assistance
- Student loan repayment
- Deferred compensation
  - Check with tax advisor
- Malpractice tail insurance from prior employer
- Others?

- ✓ Include when calculating FMV.
- ✓ Must remain through entire bonus period to get bonus.
- ✓ Consider repayment if provider leaves within certain period of time.
  - Repay all
  - Prorate over time
- ✓ Payments as forgivable loans.
  - Promissory note + security interest
- ✓ Beware tax ramifications.
  - Withholdings
  - Provider liability

BENEFITS

- Health and dental insurance
- Life insurance
- Disability insurance
- Workers compensation
- Retirement
- Time off
- CME or professional education
- Licensure, professional fees, and costs
- Reimbursement of business expenses
- Others

- ✓Consider simply referring to existing employee benefit plans.
  - Allows modification
  - Avoids complex contracts
- ✓Confirm benefits are subject to existing plans and may be changed at anytime.
- ✓Beware discrimination in favor of highly paid employees.
- ✓Consider whether benefits payable to part-time or PRN.
- ✓Beware paying to contractor.

COMPENSATION

- Beware stacking compensation:

  Base salary
  + Production bonus
  + Quality bonus
  + Call coverage
  + Medical directorship
  + Midlevel supervision
  + Resident supervision
  Total compensation

  Cumulative compensation may exceed FMV, especially when provider is paid for separate services performed at same time, or cumulative time exceeds reasonably available hours (e.g., physician who is paid for 40 hours of clinical services should only receive additional compensation for services in excess of 40 hours).

- To mitigate, ensure that separate compensation is for separate services and distinct time requirements.
- Consider cap on compensation.

CALL COVERAGE

- OIG has approved paying for call coverage if, e.g.,
  - Lack of specialty services otherwise available, and/or
  - Physicians won't take call w/out pay because of practice demands, time commitment, or uncompensated care.

  (*See, e.g.,* OIG Adv. Op. 12-15)
- Ensure payments satisfy applicable safe harbor, e.g.,
  - Written arrangement, if independent contractor
  - Fair market value
  - Commercially reasonable
- Document need for call coverage and services provided.

CALL COVERAGE

Common methods

- Daily or hourly rate, with or without right to bill.
- Paying lower hourly/daily, but higher rate if provider is called in.
- Paying for excess call over certain number of shifts per month.
- Paying for professional fees for uninsured patients, perhaps based on Medicare rates.
- Income guarantee for services performed while on call coverage.
- Paying physician's malpractice insurance for call.
- Joint arrangement with other hospitals to share call coverage and payment for same.
  - Consider antitrust implications.
- Deferred compensation plan.

PENALTIES

- "Penalty" or adjustment provisions
  - Failure to timely complete records
  - Failure to comply with billing rules
  - Contractual adjustments
- Many states prohibit imposing monetary "penalty" on employee wages.
  - Pay as bonus for compliance
  - Include factors in determination of bonus amount
  - Reserve right to recover damages
  - Include indemnification provision

REQUIRING REFERRALS

Under Stark, may condition compensation on referrals to provider if:

- *Bona fide* employment or personal services arrangement;
- Compensation is set in advance for term of arrangement;
- Referral requirement is set out in writing and signed by parties;
- Referral requirement does not apply if:
  - Patient prefers another provider,
  - Insurer determines provider, or
  - Physician believes referral is not in patient's best medical interest;
- Required referrals relate solely to physician's services covered by scope of employment or personal services arrangement; and
- Referral requirement reasonably necessary to effectuate legitimate business purpose of the compensation arrangement.

(42 CFR 411.354(d)(4))

TERM AND TERMINATION

- Proper termination provisions minimize risks of any arrangement!

TERM

- Set term.
  - ➢ Contractors: must be for at least 1 year.
    - May terminate early.
    - Cannot change terms or enter new agreement for 1 year.
  - – Theoretically requires new agreement at end of term.
  - – Practically parties my extend contract by continued performance so long as do not change terms.
- Auto-renewal.
  - – e.g., for x years but renews unless prior notice is given or contract is terminated per agreement.
  - – Avoids unintended expiration.
  - – Less important now that Stark allows for holdover agreements.
- Continue until terminated per agreement.

TERMINATION

- Termination without cause on 90 days.
  - Consider immediate termination if pay comp.
  - Damages if provider fails to give required notice.
- Termination with cause on x days notice + chance to cure.
- Immediate termination for certain conduct.
  - Failure to satisfy qualifications.
  - Violation of law or regulation.
  - Substance abuse.
  - Repeated violation of performance standards.
  - Performance subjects hospital to liability.
  - Others?

POST-TERMINATION OBLIGATIONS

- Terminates right to receive compensation.
  - Ensure consistent with compensation formula.
- Return all property, keys, documents, etc.
- Complete records before or within x days of termination.
  - Consider damages or penalties
- Cooperate in transferring care and duties.
- Cooperate in responding to investigations or claims.
- Surrender of medical staff membership and privileges unless waived by hospital.

NON-COMPETES

- Providing services, contracting with, owning or investing in competitor, or providing services in competition with employer during or after the agreement.
- In Wyoming, to enforce a non-compete agreement, the employer must show that:
  - the contract is fair;
  - the covenants are reasonable as to duration and geographic scope; and
  - it is necessary to protect a legitimate business interest of the employer (*CBM Geosolutions, Inc. v. Gas Sensing Technology Corp*., 2009 WY 113, 215 P.3d 1054 (Wyo. 2009)).
- May violate public policy if limits necessary services.
- Court may "blue pencil" to limit scope.

NON-SOLICITATION

- Soliciting, inducing, diverting, contracting with, or interfering with patients, employees, contractors, key vendors, contract partners, etc.
- Limitation may be subject to reasonable limits.
  - Time
  - Scope of services
  - Geography

CONFIDENTIALITY

- Require provider to maintain confidentiality of certain records, "including but not limited to":
  - Patient info, including patient lists
  - Personnel info
  - Business plans and strategies
  - Pricing and financial info
  - Risk management, credentialing, and quality assurance
  - Litigation
  - Trade secrets or competitively sensitive info
  - Agreement
- Remedies
  - Liquidated damages
  - Injunction with fees and without bond

HIPAA COMPLIANCE

- Not necessary because providers already have obligation to comply with applicable laws and regulations.
- Business associate agreements ("BAA")
  - Employees
    - No BAA needed for members of workforce.
  - Independent contractors
    - Probably not required because—
      - Providers are not business associates while providing treatment.
      - Provider may be member of workforce.
      - Provider is part of organized healthcare arrangement.
    - May be required if perform administrative services (e.g., medical director services) outside organized healthcare arrangement.

INDEMNIFICATION

- May not be necessary under common law rules.
  - May generally sue for breach of contract or tort damages.
- Unilateral v. mutual.
  - Including clause may prompt demand for mutuality.
- Indemnification for:
  - Breaches of agreement.
  - Violations of law, regulations, or policies.
  - Intentional, grossly negligent, or negligent acts or omissions, e.g., malpractice, billing errors, misrepresentations, etc.
- Coordinate with available insurance.
  - Limit to extent not covered by insurance.
  - Ensure it does not nullify insurance.

ADDITIONAL TERMS TO CONSIDER

- Liability insurance
  - Consider tail insurance
- Use of hospital resources for personal business.
- Intellectual property rights.
- Ownership and access to records.
  - Contractors: include Medicare access clause.
- Notice.
- Governing law and venue.
- Alternative dispute resolution.
- Assignment.
- Integration, i.e., confirm it is entire agreement.
- Coordinate with other agreements and bylaws.
- Survival of terms.
- Interpretation and construction.

RECRUITMENT AND RETENTION

RECRUITING PROVIDERS

- May compensate recruited provider under:
  - Employee safe harbor
  - Independent contractor safe harbor
  - Group practice safe harbor
  - Recruitment safe harbor

Limited to FMV

    - Allows hospital or FQHC to pay physician or midlevel to relocate to service area.
    - Compensation not limited to FMV.
    - Subject to many conditions.

  (42 CFR 411.357(e) and (x); 1001.952(n))

RECRUITMENT AGREEMENT

Stark (Physicians)

- Payments by hospital to recruit.
- Written agreement signed by parties.
- Physician relocates from at least 25 miles into hospital's service area.
- Not conditioned on referrals.
- If recruit into existing group:
  - Cannot subsidize group.
  - Hospital payments must be:
  - Directly passed on to recruited physician.
  - Reimburse group for recruitment expenses.
  - Income guaranty limited to additional incremental expenses attributable to adding physician.
- See other conditions

(42 CFR 411.357(e))

➢ See separate safe harbor for APPs.

Anti-Kickback Statute

- Payment to induce practitioner to relocate to HPSA.
- Written agreement signed by parties.
- 75% of revenues from new practice.
- Benefits provided < 3 years.
- Terms not renegotiated during the 3 years.
- No required referrals.
- Amount of benefits not based on referrals.
- No restriction on staff privileges elsewhere.
- Cannot discriminate against federal program beneficiaries.
- Cannot benefit any entity in a position to generate referrals.

(42 CFR 1001.952(n))

RETENTION AGREEMENT

Stark (Physicians)

- Hospital or FQHC payments to retain physician in HPSA or MUA.
- Physician has either:
  - Bona fide offer elsewhere, or
  - Certifies in writing s/he has bona fide opportunity elsewhere.
- Retention payment submit to limits.
- 75% of patients in MUA or MUP.
- Only one retention agreement per 5 years.
- Terms not altered based on referrals.
- Arrangement does not violate Anti-Kickback Statute.
- See additional requirements.

(42 CFR 411.357(t))

LEASE/USE OF SPACE OR EQUIPMENT

USE OF SPACE, EQUIPMENT OR PERSONNEL

- Use of space, equipment, supplies or personnel
  - Medical staff members
  - Visiting specialists
  - Full or part-time lease
  - Professional courtesy
  - Etc., etc., etc.

✓Stark

✓Anti-Kickback Statute

✓501(c) tax issues

✓Impermissible sharing of hospital space

- ➢See recent proposed guidance on sharing of hospital space

✓Provider-based rules

- ➢Must be held out to public as the hospital-owned

✓Others?

St. Peter's terminates outreach provider leases in response to federal decision

ALEXANDER DEEDY Independent Record Oct 23, 2015 0

LEASE SPACE OR EQUIPMENT

Stark (Physicians)

- Written lease signed by parties.
- Specifies space, equipment, etc.
- No changes within 1 year.
- Legitimate need, no more than necessary, and commercially reasonable.
- Exclusive use by lessee.
- Rent is
  - Fair market value.*
  - Not based on referrals.
  - Not % of revenue.
  - Not per unit of service referred by lessor.
- Holdover okay if based on same terms.

(42 CFR 411.357(a)-(b))

Anti-Kickback Statute

- Written lease signed by parties.
- Specifies space, equipment, etc.
- Specifies schedule of use.
- Term < 1 year.
- Aggregate rent is:
  - Fair market value.*
  - Not based on referrals.
- Reasonably necessary to accomplish commercially reasonable business purpose.

(42 CFR 1001.952(b))

TIMESHARE

Stark (Physicians)

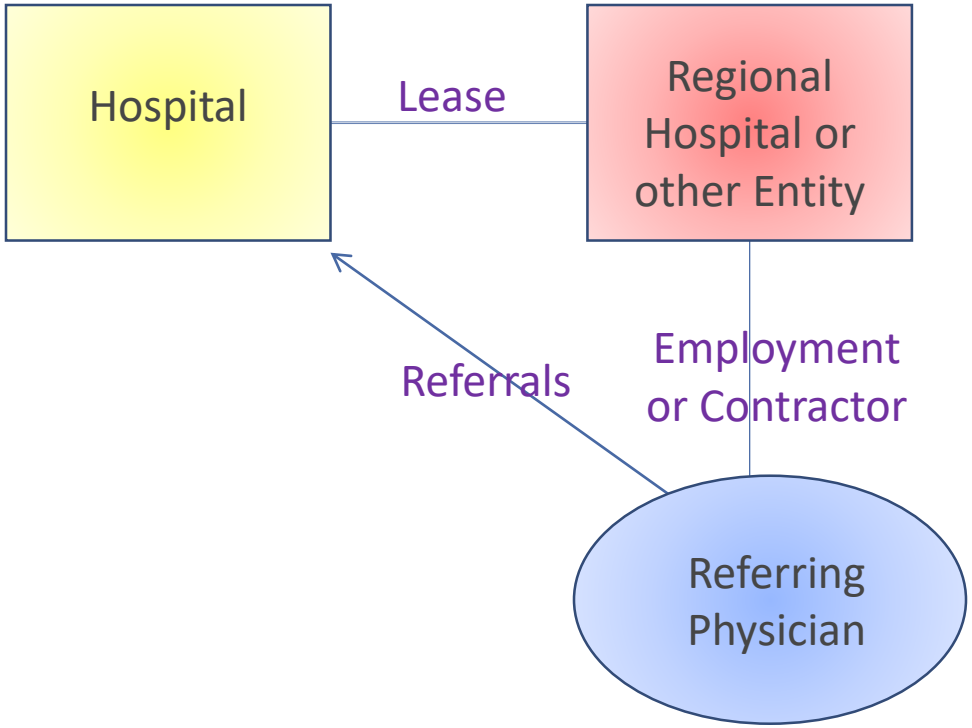
- Between physician/group and hospital.
- Written agreement signed by parties specifying space, equipment, personnel, etc.
- Used predominantly for evaluation and management ("E&M")
- Not conditioned on referrals.
- Does not violate Anti-Kickback Statute.
- Does not convey leasehold.
- Compensation is
  - Set in advance
  - Fair market value
  - Not based on:
  - % of revenue
  - Per unit of service referred by licensor
  - Commercially reasonable.
- See other conditions.

(42 CFR 411.357(y))

INDIRECT FINANCIAL RELATIONSHIPS

- Under Stark, no "financial relationship" exists if closest compensation relationship with physician does not vary with volume or value of referrals.
- Beware physician owners who "stand in the shoes" of their group.

(42 CFR 411.354(c))



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INDIRECT FINANCIAL RELATIONSHIP

Stark (Physicians)

- Indirect compensation arrangement.
- Compensation is
  - Fair market value for services provided, and
  - Not determined based on referrals.
  - ➢ Additional rules for leases.
- Compensation arrangement:
  - Set out in written agreement signed by parties (except employment agreement);
  - For identifiable services; and
  - Commercially reasonable.
  - Does not violate Anti-Kickback Statute or other law governing billing submissions.

(42 CFR 411.357(p))

USE OF SPACE/EQUIPMENT

- CMS recently indicated no "remuneration" if:
  - Physician bills professional fees.
  - Hospital/clinic bill technical/facility fees.
  - Neither bill globally.

(80 FR 71321-22)

- Make sure physician is using appropriate site of service modifier.
- May potentially be AKS issues.

ADDITIONAL RESOURCES

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HTTPS://OIG.HHS.GOV/COMPLIANCE/COMPLIANCE-RESOURCE-PORTAL/

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Issues such as rising healthcare costs, healthcare reform, data and privacy security, and innovations in healthcare delivery, device and pharmaceutical designs are forefront in t minds of many of our clients. We are here to guide our clients through the challenges a opportunities that arise in this dynamic industry.

Clients We Serve

- Hospitals
- Individual medical providers
- Medical groups
- Managed care organizations (MCOs)
- Third-party administrators (TPAs)
- Health information exchanges (HIEs)
- Practice managers and administrators
- Veterinary service providers and facilities
- ons (IPAs)
- Imaging centers
- Ambulatory surgery centers
- Medical device and life science companies

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