



## Employment Contracts for Ancillary Professionals

by Susan W. Berson, J.D.

Hiring ancillary professionals can be extremely beneficial for a community cancer center that does its research and examines the issues. First, consider how the responsibilities and credentials of these professionals differ from other providers. Second, determine how the institution can or should be paid for services provided by ancillary staff. Finally, ensure that employment or other service contracts with ancillary professionals are structured correctly.

Prior to making a decision about whether or not to employ an ancillary professional, a cancer program should identify what role the professional will be expected to play and whether such a role is appropriate under applicable state law. All employment contracts must take

For example, in some states, nurse practitioners are able to prescribe most controlled substances, while in other states their prescribing capabilities are much more limited.

Another important consideration is whether the services rendered by the ancillary professional can be billed and paid separately or must be included in the institution's cost report. Once this determination is made, the appropriate compensation language should be drafted into the employment agreement (e.g., will the ancillary professional be paid a set amount, bill separately for his or her services, share in collections).

The supervision requirements applicable to various ancillary professionals may differ from state to state and should be included in the employment contract. Finally,

including reimbursement standards.

Drafting an employment contract for your ancillary staff is not a simple process. For example, determining whether Medicare will pay for certain services requires a thorough understanding of both federal and state regulations. Medicare does permit certain types of ancillary professionals to bill their services as long as they are acting within the scope of practice defined by state law and in accordance with state law requirements. Medicare also imposes specific physician supervision requirements for some types of ancillary professionals.

While the federal self-referral ban (i.e., "Stark Law") applies only to physicians and referrals made by physicians, many state self-referral laws apply to other types of health care providers, including ancillary professionals such as nurse practitioners and physician assistants. Because the federal kickback law, as well as many of the state kickback laws, is not limited in its application to physicians, a cancer program should consider all referral or kickback issues that may be raised when contracting with an ancillary professional.

As you can see, many issues need to be taken into consideration before making the decision to hire ancillary professionals for your cancer program. With careful planning, however, these individuals can be a great benefit to both existing staff members—especially physicians—and patients. For an in-depth look at ancillary professionals and the roles they can play in a community cancer program, please see the feature articles beginning on page 20. ■

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into consideration the state law, which defines the permissible tasks such professionals can undertake, and licensure requirements. A cancer program should also take a look at its state quality management requirements that relate to the reporting of adverse events and disciplinary actions.

When drafting a contract for an ancillary professional, a cancer center may want to start with the institutional form of agreement for a physician—with the understanding that the contract for an ancillary professional will have several important differences.

First, contracts for ancillary professionals should carefully and accurately describe the desired tasks, as well as the permissible parameters of services under applicable state law.

required malpractice and liability insurance for ancillary professionals will differ from what may be standard for physicians and must be specified in the contract.

When your cancer center makes the decision about the type of ancillary professional it wishes to hire, keep in mind that the licensure and certification requirements differ for various types of ancillary professionals and can also differ between states. The cancer program should specify in the employment contract the type of credentials required to be maintained by the ancillary professional. Such representation not only ensures that the individual can perform his or her job responsibilities appropriately, but also ensures that the cancer program complies with other legal requirements,

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