

Free essay on provider contract

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A provider contract documents the provisions that would govern the operations between a healthcare provider and the clients. It is meant for purposes of setting clear terms and conditions otherwise known as the rules of engagement.

The provider contract expressly states the coverage of health care services, the situations in which the healthcare provider is expected to contribute his services to the client. On the other hand, it also expressly states the methods of remuneration, the manner of laying claims to the clients, among other legal issues. In summary, the intentions state the obligations, duties and rights of either party in the contract. It is imperative to note the provider contracts work on expressly states provisions rather than merely implied provisions. It is, therefore, important to detail party relationships, services, obligations and objectives for these are what would be enforceable by the law. Failure to comply and expressly state the conditions would defeat any attempts to seek enforcement by a competent court of law.

The definitions section of a contract play the essential role of showing the intended meaning of the contracting parties. The beauty of contracting lies in its facilitative nature. This means either party has the liberty to set his own terms and engagement. The law only places the requirement of consensus by both parties upon contracting. The definitions sections, therefore, serve to state expressly the intended and agreed upon meanings. This would be essential upon interpretation problems. It is consequently advisable to carefully draft the section and review it in the same breadth during contracting. Failure to carefully redraft the definitions sections would present interpretation problems. Usually when this leads to a disagreement,

the weaker party would likely lose the case. To avoid this miscarriage of justice, one should carefully draft and review the section.

A good example is *Kessel v. Monongalia County General Hospital Co.*, in which the court ruled that public and quasi public hospitals were not allowed to enter into exclusive contracts with medical service providers to the effect that other staff physicians with staff privileges could not use the hospital's medical facilities. An analysis of this case reveals that the contracting parties had failed to clearly define their clients, hence going outside the law to exclude staff that were otherwise deserving inclusion.

References

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Rosen, B. F. (2005). Trouble For Exclusive Contracts Between Hospitals and Doctors. *Mid-Atlantic Health Law Topics* , 3.