

Employment Law For Physicians

15

CHAPTER 15

*Understanding the
contract review process*

CONTRACT

1. SCOPE OF SERVICES

Contractor shall hold
the terms and
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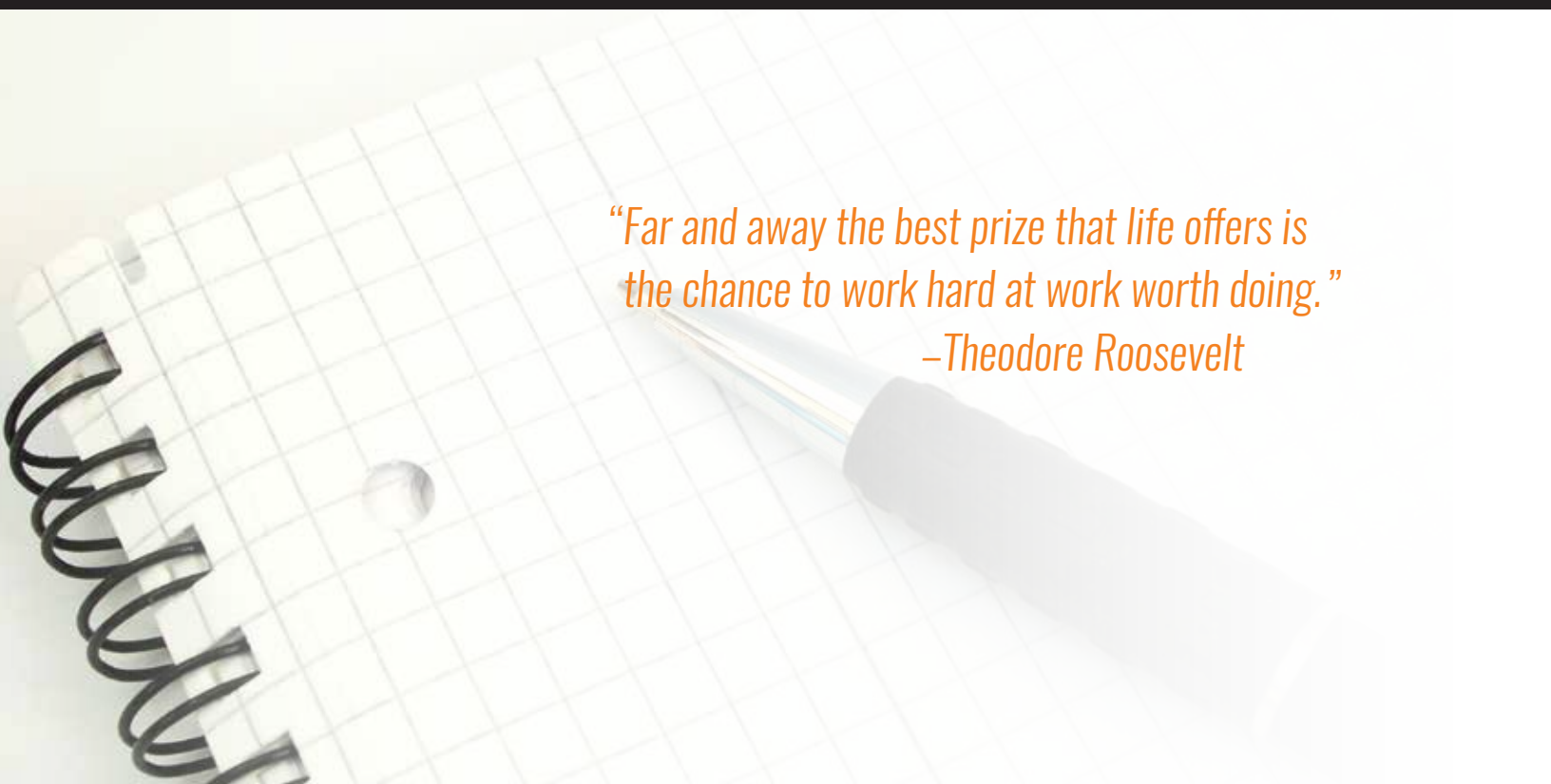


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CHAPTER AUTHOR

A photograph of a spiral-bound notebook with a white cover and a black metal spiral binding on the left side. The notebook is open to a page with a light blue grid pattern. A silver and black ballpoint pen lies diagonally across the page, pointing towards the top right. The background is a soft, out-of-focus light blue.

*“Far and away the best prize that life offers is
the chance to work hard at work worth doing.”*

–Theodore Roosevelt

In This Chapter

Today, more and more physicians find themselves employed by hospitals and groups rather than as equity owners in medical practices. As employees, physicians have less control over their day-to-day practices and careers, heightening the importance of choosing a practice that is a good fit for the physician.

This chapter provides a general overview of the major considerations for reviewing and evaluating employment contracts. Also, the chapter will help you determine whether to review the agreement on your own or consult with a trusted advisor or attorney. For those who choose to hire an attorney, you'll learn how to set parameters, control cost, and communicate desired deliverables.

OUTLINE

1. About Employer Contracts
2. Understanding Employment Terms and Conditions
3. Non-Competition Covenant
4. Legal Review Options
5. Selecting an Attorney
6. Deadlines and Expectations

GOALS

- To understand basic employment terms and definitions commonly used in contracts and negotiations.
- To define attorney parameters and set a budget.
- To secure an attorney who specializes in Physician Employment Agreements prior to your first interview.
- To understand when an employment agreement becomes binding.
- To secure a position in a timely manner to minimize the risk of losing to another candidate.
- To answer common questions regarding employment agreements.

LET'S GET STARTED



**READ:****About Employer Contracts**

Understandably, many candidates are nervous signing a contract for the first time. Of course, the anxiety stems from being unfamiliar about the contract process, not having a legal background, and not understanding the potential consequences of signing an agreement. We hope this overview will help alleviate some of the uncertainty and help you navigate through the employment contract process.

The process of receiving a contract varies from employer to employer. It's common for employers to provide you a draft agreement, offer letter and/or letter of intent before you receive an executable agreement. Understanding the different parts of the contract will help you throughout the process.

Draft Contract

At the onsite interview or post interview, some employers will provide you with a "DRAFT" copy of the contract for transparency and to help reduce anxiety and make you more comfortable. Please note a "Draft Contract" is NOT an official offer.

Offer Letter or Letter of Intent (LOI)

An offer letter or letter of intent is a document outlining the understanding between two or more parties which the parties intend to formalize in a legally binding agreement. Some offers will include benefits. If the offer does not include a list of the benefits, ask for a list of the benefits for your review before you decide to accept the offer. When you sign the offer letter or letter of intent, you are agreeing to the terms of the offer. In the event you are seeking a different term than what is presented, the time to try to negotiate is before you sign the offer letter or letter of intent.

Employers Use Offer Letters and LOI's to:

- Express interest in you as a candidate.
- Gauge your interest level.
- Determine whether to continue to interview/pursue other candidates.
- Save time and money ordering an "executable" agreement you are not ready to sign.



Terms of an Offer Letter or LOI May Include:

- Starting salary
- Production formula, if applicable
- Signing bonus, if applicable
- Loan repayment, if applicable
- Residency stipend, if applicable
- Retention bonus, if applicable
- Contract term, i.e. one year, two years...
- Relocation allowance, if applicable
- Paid time off
- Reimbursement of expenses, including fees for Continued Medical Education (CME)

Offer letters and LOIs are often accompanied by a deadline of anywhere from 48 hours to 30 days. Because the offer letter/LOI is often as short as a two-page document, the deadlines are often closer to 48 hours than the 30-day mark. You can always ask for additional time, but keep in mind the risk of your prospective employer saying no and moving on to another candidate.

Executable Employed Contract

The employment agreement is the traditional document used in relationships between employees and employers for laying out the rights, responsibilities, and obligations of both parties during the employment period.¹

Timeframe:

Some employers will place a deadline on the contract and some employers will not. With employers who do place a deadline, they typically allow seven to 30 days for contract review. Again, your position is not secured until the employer counter signs and returns the fully executed agreement to you. Even if there is not a deadline, creating a plan to sign the agreement using seven to ten day timeframe should provide you with enough time to review the agreement, ask questions/clarifications, and eliminate most of the risk of losing the position to another candidate.

The job is NOT secured until the employment contract is a fully executed agreement between the employer and physician.



Recommended Tool

THE ART OF PHYSICIAN NEGOTIATION – Your Guide to Negotiate Compensation with Ease and Confidence

This tool will help you negotiate the best compensation package possible without jeopardizing the opportunity.

<http://md.careers/E-27A>

Are employers willing to change to the language of the contract?

It depends. Some employers use a standard template and the only changes made to the agreement are the physician's name and the terms of the offer. Some employers are willing to modify the language of the agreement as long as the requests are reasonable. Proceed with caution.



FIELD NOTES

“Beware of the “grass is always greener on the other side” syndrome. Don't be fooled into thinking that you can ask for everything and get it.”

– *Anonomous*



READ:

Understanding Employment Terms and Conditions



It's a good idea to familiarize yourself with common terminology found in an employment contract. Knowledge of employment contracts enables you to:

- > Become familiar with the different sections of a contract
- > Interact with a potential employer as well as an attorney with more knowledge
- > Focus on matters most important to you
- > Minimize the time to review and sign a contract
- > Be more self-assured and confident (not arrogant) when interacting with a potential employer and your attorney
- > Be more professional and business-savvy

Both parties benefit from solidifying employment contracts because they can clearly set forth material rights and obligations, thereby managing risk of the matters addressed. Below are common terms and terminology, in layman's terms, you may find in your employment agreement.

Parties:

When you enter into an employment agreement, you will be one of the parties and your employer and possibly other affiliates of your employer will also be parties.

Start Date:

Your start date is when you agree to begin work. You will need to satisfy all conditions of employment prior to the start date unless otherwise provided in the agreement, so make sure you have enough time for what you need to do, including obtaining licensure, hospital credentials, and acceptance of insurance carriers.

Length of Term:

The specified beginning and ending dates of the contract along with any provisions describing the renewal or extension of the contract term.

The length of a physician employment agreement often ranges from one to three years. A contract provision that automatically extends the term of the agreement for a specified additional period is sometimes referred to as an "evergreen clause". Key issues to keep in mind for contract length include understanding:

- > Repayment obligations for any forgivable loan, including signing bonus, loan repayment and relocation. You may have to pay back a bonus on a prorated basis if you leave prior to the end of the initial term of the agreement.
- > Base salary may be paid during an initial period of time and, thereafter, compensation may be based solely on production-based compensation, again, if applicable.

- > Eligibility for partnership or equity ownership, which may coincide with the end of your initial contract period, if applicable.

Board Certification Timeline:

You must know how long it will take to become board certified and make sure your agreement provides plenty of time for achieving board certification and outlines recertification requirements if that is a requirement of your agreement.

Practice Location(s):

Addresses basic practice needs such as office space, examination rooms, equipment, and support staff. You can ask to include a specific provision for the location(s) where you will provide services to eliminate the risk of being required to work in a different and possibly unduly distant location. The employer may or may not agree.

Duties:

The contract should summarize your responsibilities in reasonable detail.

Call Coverage:

Call coverage should also be covered in your agreement. Whether hospital call or home call, details such as frequency and permitted distance from the hospital for home call will be set forth. You should attempt to negotiate these call coverage details if you require different provisions than are initially proposed.

COMPENSATION AND OTHER FINANCIAL INCENTIVES:

Salary:

Salaries may significantly vary based on the specialty, employer type (hospital, medical group, academic), geographic region (Midwest, Northeast...), demographic classification (metro, suburban, rural...) and practice experience. Be sure to review this in more detail in our chapter on compensation.

Generally, salaries are guaranteed for one to three years. Some positions, like, urgent care and emergency medicine may pay an hourly rate.

Production:

Understandably, physician candidates focus on the guaranteed compensation when signing an employment agreement. However, most traditional employed physicians will transition to a production-based compensation plan, such as, Work Relative Value Units ("wRVUs"), gross charges, net collections, EBIT, etc.

Physicians who take the time to understand how the production formula works and who can forecast how many RVUs, patient visits, procedures, etc. will significantly increase their chances of staying with the respective employer for years after their guaranteed salary expires.

Signing Bonus:

A signing bonus is a sum of money paid to a newly employed physician as an incentive to attract a candidate to join that company.

Sometimes, signing bonuses are structured as a forgivable loan over the term of the agreement.



Below is an example scenario:

- > Signing Bonus: \$12,000
- > Term: one year (12 months)
- > Candidate leaves after six months of practicing

For this example, \$1,000 is forgiven for each month the physician is employed. If the physician leaves after six months of employment, the physician technically owes the employer \$6,000.

Student Loan Forgiveness:

Student loan forgiveness is structured similarly to signing bonuses. If you stay through the term of the contract, the loans are forgiven. However, if you leave prior, you may be responsible for paying back the loans proportionally.

Residency Stipend:

Occasionally, an employer may offer a candidate a residency stipend – a specific amount paid to the physician on a monthly basis while he or she is in training. Most stipends are structured as a forgivable loan.

Relocation Expenses:

Many employers will provide reimbursement for relocation expenses. Most groups have a cap ranging from \$2,500 to \$10,000 or more. Some groups may not offer reimbursement upfront.

BENEFITS:

An employment agreement will typically provide for your eligibility in all health and welfare plans provided to other physicians and employees. The coverage and cost details of the various plans are covered under separate plan documents, including insurance contracts and summary plan descriptions (SPDs) which are provided by the employer. You should make sure you are provided benefit summary documents and that all your questions are answered regarding employee benefits.

Retirement Plan:

Similar to health and welfare plans, your employer may offer a retirement savings plan such as a 401(k) or its equivalent for some not-for-profit employers. The details of any retirement plan are provided in an SPD.

Health Insurance:

Employers often provide multiple health insurance options from which you, your spouse or significant other, and your dependents can select coverage at variable costs. Other welfare benefits include life, dental, and disability insurance options.

Disability Insurance:

Disability insurance is a very prudent and often elective benefit since you are more likely to be disabled than to suffer an untimely death. In obtaining disability insurance, it is imperative that disability is defined as your inability to perform the vital duties of your specific specialty. For instance, if you are board certified for orthopedic surgery, such should be included as your occupation and not a general description such as medical doctor.

There have been cases of initial disability denial when a surgeon who could no longer perform surgery was said to be continuing involvement in ownership and management of the practice and also earned income as an expert witness in trials but which claim was ultimately successful because, in fact, the policy indicated the occupation was "surgeon" and surgery was no longer possible. The surgeon's disability premium was underwritten based on an occupation of surgeon and premiums were paid for many years, so when surgery was no longer possible due to disability well before retirement age, benefits were paid notwithstanding the ability to perform some level of services.



Family Leave Policy:

While not specifically part of an agreement, you should review and understand your employer's family leave policy. In some cases, you will be required to exhaust paid sick days and vacation and then take unpaid leave for the balance while other policies may permit you to retain some paid time off for the balance of a year and otherwise take unpaid leave if you choose. Leave laws vary by state and usually there is a small employer exception such as the federal act which generally does not apply to groups with less than 50 employees.

Paid Time Off Policy:

Paid time off (PTO) is a policy in which the employer pools sick days, vacation days, and personal days for employees to use as they need or desire. In addition, it's common for employers to provide additional time off for CME, along with a stipend.

Expenses:

Your reimbursements for expenses associated with various certifications, exams, memberships, work related travel and other qualifying expenditures should be covered in your agreement. Make sure you understand and have listed the expenses you expect you may incur and that such are discussed and included in your agreement to the extent possible.

Malpractice Insurance

Coverage Limits and Types of Coverage:

Insurance brokers often recommend coverage limits of at least \$300,000 per occurrence and \$1,000,000 in the aggregate.

Occurrence coverage applies to any event which occurs during the policy period whether or not the claim is made during the policy period. Such coverage is more expensive than the other type of coverage, known as "claims-made" coverage,

which only provides coverage for claims actually made during the policy period. If your employer has claims-made coverage, you will need to obtain a tail insurance policy when you leave the group. As the name implies, tail insurance covers claims after the policy period and even after you have left employment by the group. Again, tail insurance is imperative upon leaving a group with claims-made coverage and should be negotiated in your employment agreement.

Responsibility for Tail:

You should generally only be responsible to pay for tail coverage if you quit prior to the end of your contract term or you are terminated for "due cause" as defined in your agreement.

Contract Termination:

Contract termination is the end of your contract and can happen automatically at the end of a stated term or can occur upon delivery of notice as may be provided in the agreement.

Relevant Notice Procedures:

The parties to an agreement may need to provide written notices to one another to satisfy provisions of the agreement. For instance, a contract may automatically extend for an additional period of time without written notice. Notices would also generally be required to memorialize a default by a party giving rise to a damage claim by the other party. The contract will indicate the method by which notice is considered effective and will include the addresses and emails of the parties and often, the address of counsel for the parties who would receive a copy of any such formal notice.

Termination Rights:

As mentioned, a contract may expire after a certain period of time or upon a certain date. An employment agreement will also address circumstances which will allow either the employer or the physician to terminate the agreement prior to the end of a term.

While it may not initially be offered, you should consider negotiating the right to terminate the contract for "good reason" or 'cause'. Examples of "cause" would be the employer's breach of the agreement, relocating the physician's practice outside of an agreed upon distance, reduction in responsibilities or scope of practice, additional compensation opportunities, harassment by superiors, etc. Termination "without cause" is basically resigning for any other reason that is not specified in the agreement. A physician terminating the contract without "good reason" may forfeit certain contract benefits such as tail insurance coverage (if applicable) and should expect strong enforcement of post-employment covenants as discussed in the remainder of this chapter.

Likewise, employers will include the right to terminate you "for cause" and define cause to include your breach of the agreement for such reasons as failure to achieve and maintain board certification, failure to maintain timely and accurate medical records, loss of license, or professional misconduct. The definition of "cause" and the rights and obligations of the parties must be carefully considered when reviewing an agreement.

It is in the physician's interest for "cause" to be defined objectively and not subjectively. It can be very difficult and expensive for a physician to prove that a termination "for cause" was unjustified when the contract permitted the employer to terminate for cause based on "conduct detrimental to the employer and determined in its sole discretion". Finally, death, disability, or the group's loss of a contract with a hospital may be included among the definitions of termination for cause and you must be aware of the consequences of such terminations. You should not be subject to loss of benefits or the imposition of financial obligations for conditions clearly beyond your control.

Financial Obligations upon Termination:

Certainly the time to negotiate financial provisions related to a termination of the agreement is before you enter into the agreement. As previously mentioned, if you are terminated "for cause" you may still be permitted to purchase tail insurance coverage, but the employer's obligation to pay this significant expense would fall away.

In general, it is reasonable for the physician to enjoy all rights to compensation and benefits provided under the agreement if the contract terminates at the end of its stated term, if the physician terminates the contract for good reason, or the employer terminates the contract without cause. When terminated "for cause" or resigning without good reason, the physician will not receive certain compensation and benefits and may be subject to additional obligations



Restrictions on Outside Activities:

Your contract may restrict your ability to work or receive income outside of your primary employment. If you have any plans for any moonlighting or additional employment, board positions, volunteer activities, etc., be sure that such are not prohibited by your agreement.

Restrictions on Where You Can Live:

In some circumstances you may be required to live within a certain geographic area in order to take home call. You will need to make sure any such restrictions are reasonable for you and your family.

Access to Medical Records:

If a contract provision seeks to prohibit your access to patient records after your termination, you should negotiate for access as it may be necessary in the event of litigation. In any event, such records would be subject to subpoena or even voluntarily introduced as evidence by a patient depending on the litigation.

Dispute Resolution Method:

Choice of law provisions in multistate practice environments, mediation, or even binding arbitration are provisions you might see in an agreement. Processes like mediation and arbitration can be expensive and not necessarily conclusive and thus favor the party with more time and money. Accordingly, adjudicating disputes in court may be most favorable for physicians.

Merger Clause:

Also known as the "complete contract clause", your agreement will state that it replaces and supersedes all prior agreements whether written or oral and will be the sole document which provides your rights and obligations of employment.

Partnership Consideration:

Equity ownership or partnership is always a goal when a physician joins a privately-owned group. The circumstances of equity or partnership consideration should be set forth in the agreement. Additionally, if there are related entities such as one which owns the building in which you take office visits, a surgery center, or imaging entity, the circumstances under which you could become an owner of such entities should be considered.

Non-Solicitation Covenant:

Employment agreement provisions will typically include a prohibition against soliciting employees for a certain period of time following your termination of employment. Another common prohibition will be against soliciting patients for a certain period of time. Most agreements will further define indirect soliciting or even providing services to patients with whom you had contact only through your prior employment regardless of whether you contact them or they independently seek your services.

In most jurisdictions, employers are deemed to have a protectable interest in their patients. If your agreement prohibits you from providing medical care to the employer's patients for a specified amount of time after termination, the courts generally find it enforceable.

Non-Competition Covenant:

A noncompetition covenant is a prohibition against you competing with your employer for a period of time after termination of employment. These covenants must be narrowly drafted to be enforceable because it is generally held to be against public policy for anyone to categorically be denied the ability to make a living doing what they are qualified to do.

Each state has its own laws and judicial precedent regarding non-competes. Jon Appino, principal at Contract Diagnostics, states; "There are many state nuances - and it is changing by the month. There are many industries impacted by non-competes and the legislation going on currently is being driven by not only physicians but the tech sector as well. It is important to know this in the state you are working in. Many are beginning to add in liquidated damages or buy out clauses as well."

Courts will determine the enforceability of non-competition provisions based on the facts and circumstances of each situation so it is paramount to negotiate such provisions when entering into the contract and to understand completely how the provision will impact you under all circumstances of your potential termination of employment. An attorney can assist you in obtaining the best possible contract, provisions and understanding cost and benefit factors and limitations which will arise if and when you decide a change of employment is desirable.

The non-compete clause is one of the most sensitive parts of an agreement from both the physician and employer perspective.

Physician's Perspective

We understand you will have some anxiety about signing an employment agreement with a non-compete clause. It's a challenge not to think about the "what if" scenarios, such as:

- > What if I'm not happy in my position?
- > What if my employer sells to another organization, the culture changes, and my values are no longer aligned?

With a non-compete included in your agreement, you'll most likely need to move, or at the very least, commute, outside of the employer's service area in order to practice. Having to pick up and move after setting roots in the community may make you feel trapped if you decide to stay and overwhelmed if you decide to uproot your family.

Employer's Perspective on Non-Competes

An employer takes significant risk when employing you regardless of whether you generate enough revenue to cover your salary, benefits, support staff, rent, and other office expenses.

Further, unless there is a non-compete clause, employers will risk paying you hundreds of thousands of dollars only to see you setup shop across the street or join their biggest competitor down the road and potentially losing their patient panel and market share.

Will An Employer Remove or Negotiate a Non-Compete?

Because of the risk taken by employers, including the substantial investment in developing physicians and introducing them to patients, it is very unlikely that you can succeed in removing a non-compete from your agreement. On the other hand, your non-compete should reflect a narrow geographic region and contain a reasonable period of time following your termination of employment.





Recommended Tool

Practice Types

Physicians typically practice in one of five business models. Each model has its strengths and weaknesses and each can impact compensation, opportunities for growth; and personal or professional development opportunities.

<http://md.careers/ST-11>



READ:

Contract Review Options

There are three contract review options to choose from. It's best to decide which option works best for you prior to your first interview. By doing so, you'll avoid adding additional stress by scrambling to find an attorney at the last minute while minimizing the chance of losing the position due to the added time needed to work through the contract review process.

1. Review by yourself

Whether or not to seek legal counsel for the contract review process is an individual choice. Most people

presented with an employment contract seek legal counsel, while some may feel comfortable reviewing on their own. Each person must weigh the cost versus the benefit and then determine what is right for them.

2. Review with advisors

Some residents/fellows decide to have their residency program director, mentor or a trusted friend or family member review the employment contract. While most of these advisors are not attorneys, another set of eyes reviewing the

agreement may be enough to enable you to be comfortable with the agreement.

3. Hire An Attorney

Many residents hire an attorney to help interpret and translate the language of the agreement. More specifically, an attorney helps the physician address

needs and interests in the contract and understand risks and responsibilities. Generally, the attorney does not request changes directly with the employer, nor negotiate the compensation terms of the agreement on a candidate's behalf. Instead, you will most likely need to address clarifications, asking questions and requesting changes directly with the employer.



Selecting Legal Counsel

We recommend evaluating three criteria before selecting legal counsel, including:

- 1. Expertise** – When researching for legal counsel, we recommend specialists in employment law, preferably, someone with physician employment contract experience.
- 2. Accessible** – The attorney should be able to meet and respond to you on a timely basis and understand the importance of responding quickly. Even if the employer does not provide a

deadline, you will want to secure the position in a timely manner.

- 3. Pricing Structure** – Most attorneys charge an hourly rate ranging from \$200 to \$1,000 per hour. There are law firms that specialize in physician contract review that offer packages with fixed pricing.



Define Attorney Parameters and Set a Budget

When you hire an attorney to review your agreement, the attorney will naturally seek as many favorable changes for you as possible. Candidates should feel a sense of protection and confidence when hiring an attorney. However, unless you define the role of your attorney and set a budget, your attorney may spend more time than is warranted trying to achieve results that are unlikely.

Todd Skertich, managing partner of Arlington HealthCare, a physician recruitment firm, states, "The dynamics of a candidate hiring an attorney to represent them in the contract review process can be tricky. Candidates often feel a sense of obligation to negotiate the language of the agreement based on the recommendations of their attorney. Be aware this can cause contention with your future employer, especially if all their employed physicians have signed the same agreement or if the requests are unreasonable or insignificant. When this happens, it's common for the tone of the working relationship between the employer and physician to shift quickly and possibly derail the placement. In some cases, the candidate will end up signing a similar contract at the candidate's second or third choice employer. Ultimately, the candidate needs to determine whether or not to request changes to the contract."

Pricing:

The amount of time an attorney spends on reviewing your agreement depends on:

1. The length of the contract
2. Type and detail of review
3. Pricing model

Fixed Priced Options:

Some attorneys and companies who specialize in physician contract review offer options with specific prices based on the level of service you choose.

This model makes it easy for the candidate because the deliverables are already outlined in the package options. Legal review packages start at \$250 for a basic review.

Hourly Rates:

Most traditional attorneys charge a flat fee ranging from \$250 to \$1,000 per hour. Hiring an attorney to review an employment contract may cost you thousands of dollars unless you can set forth parameters acceptable to you and your attorney.

Prior to selecting an attorney, it is important that you clearly communicate your needs and expectations and establish a clear understanding of the attorney's services and expenses. This should include the attorney's estimated fee for standard contract review. A lack of clear expectations could be expensive.

Regardless of whether you use a traditional attorney or a legal service with set options, being CLEAR and PRECISE with your attorney regarding your needs and expectations is the best way to avoid inefficiency or misunderstandings. Think of this process the way you approach a new, complex patient in your practice: Approach the encounter with a goal in mind and take the time to document your findings and plan for that patient in a clear, concise manner. What you get out of this encounter is reflective of the time and planning you put into it!

When you forward an agreement for review, include any other correspondence or documentation provided by the employer including forms, policies, etc. Also, provide a deadline for review so that you can respond to the employer within the required time period.

Communicate efficiently with your attorney and limit the number of phone calls and emails you initiate. Unless you agree on a flat rate per contract review, you will be billed for each email reviewed and each time you speak with your attorney. Make a list of questions and concerns and address them in one session.

Select and speak with your attorney prior to your first interview so that you can hit the ground running when you receive your first offer letter or proposed contract.

Manage the attorney relationship upfront with reasonable guidelines and expectations for services.

Gather all of your questions and concerns and address them all at one time, rather than initiating numerous separate dialogues. By doing so, you will hold down fees and ensure a meaningful discussion of all related issues in one or two discussions.

We recommend placing an hour restriction with your attorney upfront, i.e. for every 5 pages, 1 billable hour. Below is a sample script of setting up parameters with an attorney once he/she gives you their hourly rate.

Once the attorney agrees, send an email summarizing your expectations. Alternatively, you can request your attorney to estimate the time involved to complete

the work requested without setting any parameters. The attorney most likely can give you a time range, but most likely will not be able to lock in the number of hours based on not knowing what may come up in the process.

Summary:

By reading this chapter, you are on the right path to working through the contract review process. Once you identify the right employer, break up the employment agreement process into steps with specific dates and you'll experience more control and confidence in the process, experience less stress, and become a better communicator with your attorney, legal advisor, and future employer.

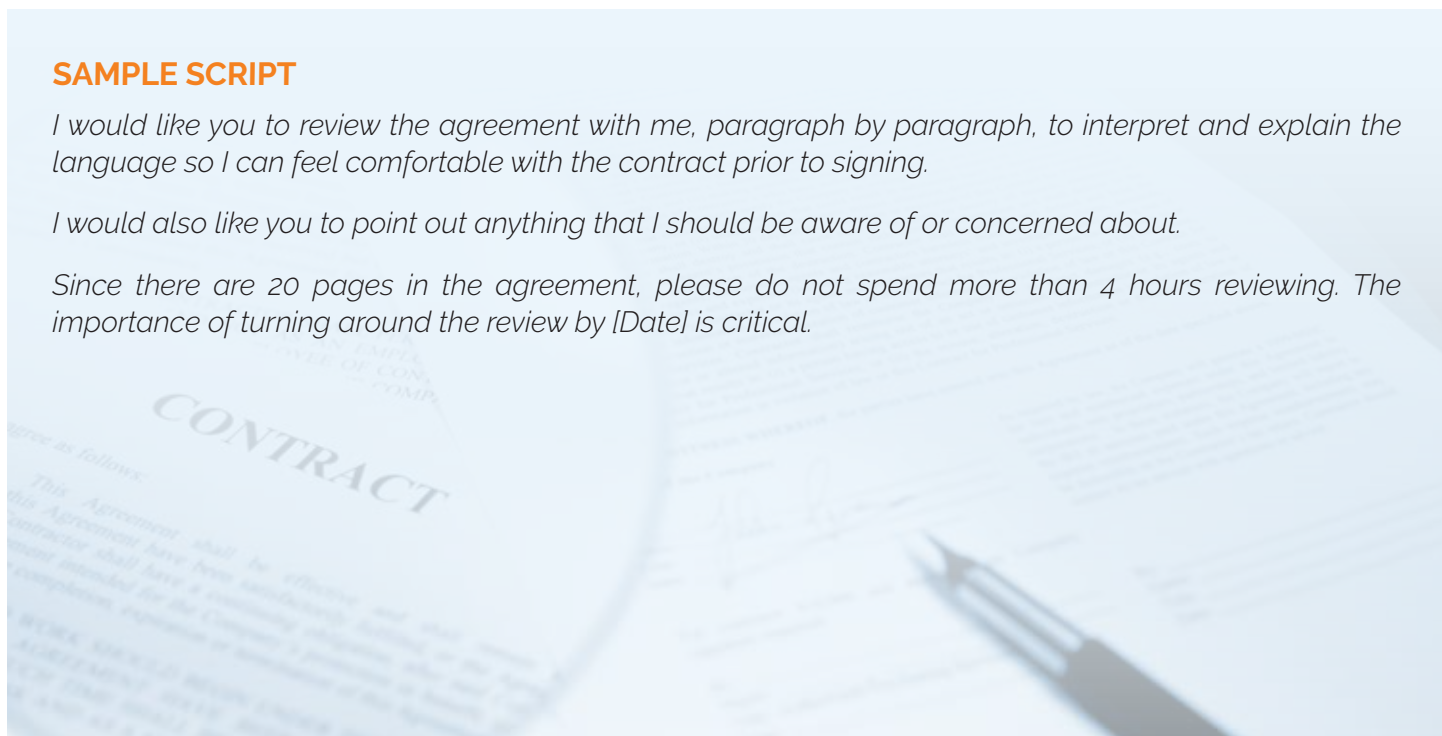
Best of luck!

SAMPLE SCRIPT

I would like you to review the agreement with me, paragraph by paragraph, to interpret and explain the language so I can feel comfortable with the contract prior to signing.

I would also like you to point out anything that I should be aware of or concerned about.

Since there are 20 pages in the agreement, please do not spend more than 4 hours reviewing. The importance of turning around the review by [Date] is critical.





Chapter Tool Box

The **CHAPTER TOOL BOX** consists of **RECOMMENDED TOOLS** featured throughout the chapter, along with additional resources and recommended links.

These tools will help you gain valuable insight about **Employment Law for Physicians** to help ease your transition from training into your life and career.

CONTRACT NEGOTIATION

<http://md.careers/ST-08>

SAMPLE SCRIPT TO NEGOTIATE A PHYSICIAN EMPLOYMENT AGREEMENT

<http://md.careers/S-07>

STEP-BY-STEP PROCESS TO NEGOTIATE A PHYSICIAN COMPENSATION OFFER

<http://md.careers/E-27A>

CONTRACT DIAGNOSTICS – COMPLIMENTARY REVIEW OF PHYSICIAN EMPLOYMENT AGREEMENTS.

For complimentary 15-minute session, contact

<https://www.contractdiagnostics.com/>



Chapter Bibliography

This chapter is editorial in nature with anecdotal evidence based on the experience of healthcare professionals willing to share their personal experiences to support and inform the decision of those new to the field. Therefore no specific research is referenced for this chapter.

Congratulations on reading *Employment Law for Physicians*!

NEXT STEP: Track your progress with **THE TRACKER** – an action plan for you to apply *Employment Law for Physicians* lessons learned.

This step-by-step action plan consists of reading assignments, exercises, checklists, assessments, and additional resources to help you transition from training into your work/life by making good sound decisions.

To access your *Employment Law for Physicians* **TRACKER**, go to md.careers/T15.



This publication should not be construed as professional advice or an opinion on any specific facts or circumstances. The contents are intended for general information purposes only, and you are urged to consult a professional with appropriate expertise concerning your own situation and specified questions.