

# Anesthesia Resident Employment Contracting: Perils and Pitfalls

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# Objectives

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- ◆ Explain Contracting Basics
- ◆ Understand Employer Strategy
- ◆ Recognize Commonly Disputed Clauses
- ◆ Understand How to Work with Your Legal Counsel



# Packet



- ◆ Article
- ◆ Checklist
- ◆ Sample Correspondence
- ◆ Power Point
- ◆ Sample Clauses



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# Contract Basics

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- ◆ Due Diligence
- ◆ Offer
- ◆ Negotiation
- ◆ Agreement
- ◆ Memorialization



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# Employment vs. Recruiting Agreements

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- ◆ Distinctions
- ◆ Promissory Note
- ◆ Loan Forgiveness



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# Separation Agreements

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- ◆ Exit Strategy
- ◆ Importance
- ◆ Confidentiality



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# Top Resident Questions

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- ◆ Negotiable Provisions
- ◆ Insurance Endorsement
- ◆ Termination Provisions
- ◆ Concurrent Restrictions
- ◆ Post Employment Restrictions
- ◆ Contract Duration
- ◆ Agreements not in Contract





# Income

- ◆ Salary
- ◆ Incentive/ Productivity Based



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# Malpractice Insurance

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- ◆ Claims Made Policy Endorsement
- ◆ Negotiability
- ◆ Obtain Estimates Prior to Employment



# Termination Provisions



- ◆ Cause
  - Anything
- ◆ Non Cause
  - Thirty- Ninety Days



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# Concurrent Restrictions

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- ◆ Prohibits Other Employment During Contract
- ◆ Scope
- ◆ Rational
- ◆ Remedies for Employee Breach

# Post Employment Restrictions

- ◆ Restricts Employment at Contract End
- ◆ Rational
- ◆ Duration
- ◆ Location
- ◆ Enforceability
- ◆ Remedies for Employee Breach



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# Contract Duration

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- ◆ Term and Renewal Provisions
  - Auto renew
  - Evergreen
- ◆ Notice Requirements
- ◆ Employee Breach



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# Agreements not in Contract

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- ◆ Merger Clause
- ◆ Parole Evidence Rule

# Conclusion

- ◆ Maximize legal counsel
- ◆ Understand what you sign
- ◆ Negotiate and memorialize terms
- ◆ Abide by signed agreements!!!!
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