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**TO: MEMBERS OF THE LONG ISLAND JEWISH
ORGANIZED MEDICAL STAFF**

Whether you are signing your first employment contract or you have been down this road before there are certain issues which we believe should be brought to your attention.

The basic questions of compensation, duties and hours are usually clearly defined but if there are bonus matters then one must closely examine the premise upon which they are based.

As with most contracts the devil is in the details. The provision (or not) for malpractice insurance often contains traps for the unwary and can trigger unexpected expenses for you upon the termination of the agreement.

Similarly, if the contract contains a restrictive covenant upon its conclusion the elements of the restriction must be considered and close attention must be paid if your hospital privileges are intertwined with your employment privileges. There are many instances when the restriction may not be able to be imposed because they are too broad or too vague.

What will your responsibilities be if there are audits of certain of your patients after the contract termination date? Will you have access to patient records if a malpractice claim arises after you have left the practice? If you have incentive based compensation what is the status of pending account receivables after you have left the practice?

On the question of contract termination, do each of the parties have a unilateral option to terminate - or is that privilege only at the option of the employer?

We have attempted to put a spotlight on most of the points which should be of significance to the parties to the agreement but, undoubtedly, more questions or issues may arise dependent upon the specific contract.

Respectfully submitted,

Schaum Law Offices