Typical language	**Intent of language**	**Employer Perspective and Issues**	**Employee Perspective and Issues**
1. Term "This Agreement will be in effect from [A specific date or "the Effective Date"] for a term of three (3) years."	Describes how long the employee will be employed.	Make sure the obligation to pay the employee does not start before the employee starts work. Make sure that all contract terms that are intended to remain effective *after* the contract terminates (such as a non-disclosure obligation, or an agreement to co-operate with billing and collections, or to complete medical records) explicitly "survive" the end of the contract.	Ensure there aren't significant pre-employment duties that the employee must complete, on their own time and at their cost, before starting work.
2. Description of duties "During the term of this Agreement, the Employee will provide professional medical services on behalf of the Employer, including but not limited to performing the following duties and obligations…"	Describes the Employee's job duties and position with the Employer.	It's in both parties interest for this to be as specific as possible, and accurate. Clearly stated Employer expectations regarding all aspects of employment, particularly job duties such as call-coverage, administrative duties, and expectations for non-clinical patient care (such as arranging for continuity of care or	Employees and Employers typically have unstated expectations about working conditions, particularly when there are generational gaps between Employer and Employee. These can be prevalent especially with "lifestyle" issues, such as call coverage, vacation and paid time off, benefits, and specific aspects of practice (such as

		referrals), can help tremendously in ensuring a smooth relationship.	surgery time, or patient assignment). To avoid miscommunication, these expectations should be clearly and explicitly stated, avoiding use of "customary", "typically", and "standard", which may not have shared meanings.
3. Termination a. Without cause "This Agreement may be terminated by either party, for any or no reason, upon ninety (90) days written notice provided by the terminating party to the non-terminating party." b. For cause "This Agreement may be terminated by Employer for any of the following reasons immediately upon provision of written notice to the Employee."	Without cause Allows the parties to terminate the employment and move on without ascribing fault or incurring liability. For cause Allows one party (but usually the employer) to terminate employment immediately if there is a serious issue with the employee's performance.	Without cause Ensure the employee gives enough notice before terminating that the employer can make coverage arrangements. For cause The "causes" should only relate to serious issues that could seriously harm the practice or its patients.	Without cause Ensure the employer gives enough notice to allow the employee to secure alternative employment. For cause Ensure the "causes" are specific. Open ended "causes" (for instance, "behavior injurious to the reputation of Employer in the community") should be avoided.
4. "Non-compete" "During the term of employment, and for a period of three (3) years thereafter, Employee shall not be employed by, or	"Non-compete" clauses are generally enforceable under Wyoming law. The only exceptions are if the time, scope of restricted services or	Employers should not try to protect more than their "legitimate business interest"; employers generally have a legitimate business interest in protecting	Employees should expect to have to abide by a non-compete after leaving the employer's employment. Do not agree to

render services or advice to or on behalf of, any person or entity providing professional medical services at any location within [a geographic area] that competes with Employer."	geographic scope are unreasonable, or enforcing the restriction would be contrary to "public policy" (ie. the individual's services are critical to the community).	the value of an investment, not in preventing an ex-employee from competing with the employer. Therefore, the geographic, services and time restrictions should be only what the employer believes are reasonably necessary, not what the employer thinks they can get away with.	restrictions that are more broad than reasonably necessary to protect the employer's legitimate business interest, ie. the employer's investment in its business, patient base or employees.
5. <u>Full time/Part time</u> "Employee shall be scheduled to see patients no more than 29 hours per week, and shall therefore be considered a part-time employee under this Agreement, entitled to all fringe benefits Employer regularly provides to part-time employees under Employer's policies and procedures."	Employers usually provide different benefit levels to full-time and part-time employees. Under many laws, an employer has different legal obligations depending on the number of full-time employees they have. To manage its obligations, it's often important for employers to ensure that they don't inadvertently create more full-time employees than they expect to have.	Employers should carefully determine how much time an employee's required job duties actually take, not just one aspect of them. Employers that misclassify employees may find that they inadvertently cross federal or state thresholds for full-time employees without knowing, if they use arbitrary classifications for full and part-time employees, and can incur liability for not following those laws.	A physician's actual "scheduled" patient time is usually less than their actual "working time". A physician may be scheduled to see patients only 29 hours per week (5.8 hours/day) but likely has patient and work-related responsibilities that take more time. These can include completing medical records, arranging for continuity of care, administrative and HR duties, and call coverage. These are usually contractual duties that an employee can be terminated for *not* performing. Therefore, Employees should

			determine the total amount of time all their job duties will require, and negotiate with the Employer to receive the proper level of benefits based on that amount of time.
6. Liability "Notwithstanding Employee's employment by Employer, Employee shall be liable for all professional services provided under this Agreement as if practicing individually and not through Employer's practice."	Under Wyoming law, physicians cannot protect themselves from professional liability (malpractice) by practicing through a corporation or other business entity, and will be held liable for all professional acts whether or not they are practicing with or through an employer.	Employers should not agree to assume liability for employee's professional liability, or to indemnify an employee for liability incurred by the employee as the result of professional acts, even if performed during employment. Instead, the employer should agree to provide malpractice insurance and assume the cost of an appropriate "tail" period.	Employees should ensure that employers agree to cover the cost of malpractice insurance with industry standard limits (typically $1 million per claim, $3 million annual aggregate) while the employee is providing services, and the employee and employer should negotiate a reasonable "tail" period after the employment period ends.
7. "Moon-lighting" "Employee shall devote his or her full professional time to his or her practice with Employer, and shall not perform professional services on any other person's or entity's behalf during the term of	Employers want to ensure that the Employee is focused on building their practice with the Employer, and that if the Employer has provided training or other benefits, that the value are being used for the Employer's benefit and not on	Employers should state their expectation with respect to whether moon-lighting is permitted or not permitted, since employees typically believe that their "non-work" time is their own. Legally, the presumption is that full-time	If an employee knows or reasonably expects that they will want to provide professional services outside their full-time employment arrangement, it should be stated explicitly in the employment agreement. The

the Agreement without Employer's permission."	behalf of another employer.	employees are not permitted to moonlight, but this presumption varies on a state by state basis and may not be known by employees.	legal presumption is that "moonlighting" is not permitted in full-time employment. Therefore, the Employee needs to ensure this is addressed up front.