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Representative Matters:

C-Suite Executives, Physicians, Business Entities, General Business, Corporations, Employment, Intellectual Property, Start-ups, Commercial Real Estate, Mergers & Acquisitions, Pretty Much Anything That Is Interesting

Bar Admissions:

Iowa, 2006; Nebraska 2007; United States District Court for the Districts of Northern District Iowa, 2010, Southern District Iowa, 2011, Nebraska, 2014

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AN EVENING WITH PARETO

**THE NEXT 20 MINUTES WILL CHANGE THE WAY
YOU NEGOTIATE EVERY CONTRACT
FROM HERE ON OUT**



Physician Contracts

[the substantive]

1. Know What You Want

[Time, Money, IP, Title, Peace, Research, Stepping Stones]

2. Know The Numbers: DO YOUR RESEARCH

3. Read It

4. Call The Experts Before You Do ANY Negotiating

5. Get It In The LOI

6. Compare LOI To Contract

7. Once It Goes To The Attorney ...

8. You Can Say No. It's Ok To Put On Your Walking Shoes

WHAT EVERY DOCTOR NEEDS TO KNOW

Review EVERYTHING In Your Contract

Salary Range For Specialty, Hospital Size, Geographic Area

Benefit Package: Insurance, Retirement, Bonus, Disability, PTO, Malpractice

Tail Insurance | Pay Attention

Loan Repayment

Work-load | Pay Differentials

Pay-back For Sign On Loans/Bonuses | Consider The Term

Org Chart Placement, Title

License Fees And Dues, Car, Phone, Journal Subscriptions

Maternity Leave

Vacation, Relocation

Allocation Of Time: On Call, Patient Appointments, Hospital Rounds, Office, Medical Record

Documentation

Expectations For Speaking, Publications, Research, Committees



Rocket Round | Negotiation Techniques

[the technique]

- 1. Know BATNA**
- 2. Talk To Others**
- 3. Control: Timing, What, Who, Method [Phone, Person, Email]**
- 4. Control Yourself**
- 5. Find A Way For Everyone To Win**
- 6. Don't Take It Personal**
- 7. Ignore Your Fear And Insecurity**
- 8. Improve Each Time**

Stay on the Road [saving the best for last]

1. Covenants Not To Compete [Can Be Negotiated] | Location, Multiple Facilities, Soliciting Known Patients, Term
2. Liability Tail Insurance [Employment Or Claim]
3. Not All Attorneys Are Totally Evil | Talk To Them Upfront - Before You Get The Contract
4. What I Look For First In Every Contract: Pay, Term, Restrictive Covenants, Insurance, IP, wRVU Expectation, Bonus, LOI Match
5. Recent Trends | Template Contracts, Tired Physicians Who Need Approval To Not Achieve So Much, Relocating



4. **Nonsolicitation.** You agree and acknowledge that, for a period of two (2) years following the Effective Date, You will not, seek or accept employment with, and will not call on or solicit the business of, or sell to, or service (directly or indirectly, on Your own behalf or in association with or on behalf of any other individual or entity), any of Employer's customers **with whom You actually did business and had personal contact while employed** by Employer, except to the extent such activities are unrelated to and not competitive with the business, products or services that You offered or provided on behalf of Employer and **cannot adversely affect Employer's relationship or volume of business** with such customers. You further agree that for a period of two (2) years following the Effective Date, You will not (on Your own behalf or in association with or on behalf of any other individual or entity other than Employer) seek, recruit or otherwise solicit for employment any then current employee of Employer **with whom You actually worked and had personal contact with while employed** by Employer, except for a position, engagement or business opportunity that is not competitive with the business, products or services You (or any recruited or otherwise solicited employee) offered or provided on behalf of Employer and cannot adversely affect the relationship or volume of business that [REDACTED] has with their customers. You further specifically acknowledge that the restrictions contained in this paragraph are necessary and reasonable for the protection of Employer's customer goodwill, and that it will not prevent You from being gainfully employed following termination of employment with Employer because You will be free to engage in any occupation, and even to recruit or otherwise solicit Employer's employees, as long as You honor the restrictions set forth in this paragraph.



Other Services. During the term of this Agreement, Physician will not engage directly or indirectly in any business, calling, or enterprise whereby 80% or more of its annual revenue is derived solely from pain management procedures ("Pain Management Practice") and conflicts with and is contrary to the business, interest, or operation of Employer ("Conflicting Business"), or that requires Physician to work more than 25 hours per week and interferes with the performance of his or her duties to Employer, without the prior written consent of Employer. Notwithstanding the foregoing, nothing herein precludes Physician from providing [INSERT SPECIALTY] through a hospital, general physician practice, or via a locums agency, so long as same is not a Conflicting Business . . . and so long as said services do not exceed 25 hours per week.

Except as set forth in subparagraph c., below, if Physician complies with the requirements set forth in subparagraph b., below, Physician may engage in and receive and maintain compensation from:(i)Participation in conferences or other speaking engagements, including webinars, podcasts, and any form of speaking engagement ("Conferences"); and(ii)Financial relationships with or in any business, calling, or enterprise, including participating in medico-legal matters, teaching activities and professional committees and advisory boards; provided that, the business, calling or enterprise does not materially or unreasonably conflict with or is not materially contrary to the business, interest, or operation of Employer or Employer's affiliated company(ies) ("Approved Businesses"); provided that, Physician must provide advance notice of any and all potential financial relationships with or in an Approved Business.

Intellectual Property. Physician will promptly disclose all discoveries, improvements, formulas, techniques, know-how, writings, drawings, software . . . made, conceived, discovered, written, created or learned of by Physician during the term of his or her employment with EMPLOYER, which, directly or indirectly, relate to the Physician's employment under this Agreement which concerns the practice of [INSERT SPECIALTY] in relation to pain management medicine (collectively, the "Intellectual Property"). Physician acknowledges that the items of Intellectual Property are works made for hire and are the sole and exclusive property of EMPLOYER, with a reserved right in Physician of a non-exclusive irrevocable license in said Intellectual Property. . . . EMPLOYER hereby grants to Physician the right to fifty percent (50%) of any and all Net Profits . . . which shall be paid on an annual basis on or before March 31 for any Net Profits generated during the preceding calendar year.





Questions?

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