

A Clause for Concern

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For most physicians, one of the most difficult transitions is the end of an employment relationship. In addition to the inevitable personal reflection that will take place, the severing of the physician's employment with the employer will likely have a profound professional impact on the physician. One aspect of the transition that physician-employees often do not anticipate is the long and short-term impact of contractual non-competition provisions on the physician's professional success in a community.

Many physician employees erroneously assume that non-competition clauses are illegal or will not be upheld by a judge or an arbitrator. Should there be a dispute regarding enforcement of a non-competition clause, the employer is likely to have more financial resources at its disposal. Careful consideration should be given to reviewing and seeking modification to your non-competition clause to protect yourself in the short term financially, and in the long term professionally.

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