

"They Can't Enforce That . . . Can They?"

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Physician non-competition clauses typically include prohibitions on (a) practicing in your subspecialty within a certain geographic radius, (b) soliciting patients and staff to follow you, and (c) taking patient lists and proprietary practice information with you. The contract may provide that asserted violations of a non-compete clause will be litigated either in court or arbitration.

Litigation or arbitration over a non-competition agreement can be a stressful and expensive process. The former employer feels it must protect the practice's business and revenues by preventing an outflow of patients. The departing physician feels the patients are "hers" and that the former employer already has made plenty of money through her efforts over the years. Careful structuring of the non-competition clause(s) in your employment contract, and awareness of your short and long-term objectives, can help insulate you from the time and expense of battling a non-competition provision.

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