

CONTRACT TERMS AND OBLIGATIONS

Carefully review the fine print to understand what you are agreeing to when contracting.

The following questions should be considered before signing:

✓ ***Rights and Restrictions***

What rights are you releasing under the contract (e.g., restrictions on marketing, ownership of intellectual property, or ability to maintain a private practice)?

✓ ***Personal and Professional Information***

What information does the company require access to (e.g., your National Provider Identifier (NPI), license numbers, your Council for Affordable Quality Healthcare (CAQH) profile, or bank information) and is allowing such access in line with best practices?

✓ ***Data Use***

How will any data you provide the company be stored and/or used?

✓ ***Contract Duration***

What is the length of the agreement? Does it renew automatically?

✓ ***Client Referrals and Scope of Authorization***

Will the company limit client referrals to services you are legally authorized to provide under applicable state law, including ensuring that any services requiring licensure or certification are referred only when you hold the appropriate state authorization?

✓ ***Segregation***

If the contract allows you to see company patients in person in your office, what additional steps will you need to take to (i) keep your operations and records separate; and (ii) communicate clearly to patients the arrangement so as to avoid confusion about the responsibility of the company versus your private practice?

✓ ***Intellectual Property***

Companies want to protect their investment in intellectual property. They often use extremely broad language to assert their rights for any intellectual property developed in any manner using assets of the company. Therefore, you should verify that the contract will not give the company rights to your intellectual property by claiming you somehow used the company's know-how, processes, confidential information, patients, or software to develop your intellectual property. This verification may occur by you disclosing in advance the intellectual property you created before you signed the agreement with the company and obtaining assurances that it is excluded as prior work and/or invention. Confirm that the definition of confidential information does not include information already publicly available. If you want to create intellectual property, then identify ways to keep your work fully separate from the company.

✓ ***Amendment***

Does the contract allow the company to amend the contract without your approval?