

**PBI REPRESENTING**  
**PHYSICIANS AND DENTISTS PROGRAM**  
**PRACTICE CONSOLIDATION: A PRO-PHYSICIAN**  
**HEALTH CARE ATTORNEY'S PERSPECTIVE ON**  
**MEDICAL AND DENTAL PRACTICE TRANSACTIONS**

**TUESDAY, DECEMBER 4, 2018**

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# A. NONDISCLOSURE AGREEMENT



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## **B. LETTER OF INTENT**

- 1. Pros and Cons of having one.**
- 2. Legally binding?**
- 3. If you are going to have one – include as much substance as possible.**
- 4. Exclusivity.**
- 5. Confidentiality.**
- 6. Expenses.**



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## **C. EMPLOYMENT AGREEMENT (or INDEPENDENT CONTRACTOR AGREEMENT)**

- 1. Term.**
- 2. How Terminable.**
- 3. Remuneration.**
- 4. Business Expenses.**
- 5. Fringe Benefits.**



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## **C. EMPLOYMENT AGREEMENT (or INDEPENDENT CONTRACTOR AGREEMENT continued)**

- 6. PTO.**
- 7. Non-Competition.**
- 8. Non-Solicitation.**
- 9. Confidential Information.**
- 10. With Whom Contracting.**
- 11. Malpractice Insurance**
  - a. Occurrence.**
  - b. Claims-Made, with tail.**

# D. STOCK PURCHASE AGREEMENT



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## **E. ASSET PURCHASE AGREEMENT**

- 1. Price.**
  - a. The Number.**
  - b. How Determined?**
  - c. Payment Terms.**
  - d. Tax Ramifications.**
  - e. Escrow.**
- 2. What is and is not being sold?**
- 3. Any Retained Equity?**





## **E. ASSET PURCHASE AGREEMENT Continued**

- 4. What is and is not being assumed by the Buyer?**
  - a. Contracts.**
  - b. Leases.**
  - c. Payables.**
  - d. Liabilities/Debts.**
- 5. Non-Competition.**
- 6. Non-Solicitation.**
- 7. Schedules and Exhibits.**
- 8. Representations and Warranties.**
- 9. With Whom Contracting.**



# F. MANAGEMENT SERVICES AGREEMENT



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## **G. OFFICE REALTY**

- 1. Who owns?**
- 2. Lease.**
- 3. Sell/Buy/Options/Right of First Refusal.**
- 4. Security Deposit.**
- 5. Term.**
- 6. Legally Compliant.**



# H. EQUITY

1. Retention.
2. Rollover.



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# **I. PRAGMATIC**

1. Can you work “for a boss”?
2. Can you work “for this boss”?
3. Are the parties goals aligned?
4. Personnel.
5. Scheduling.
6. Locations of Work.
7. Culture.
8. Good Advisory Team.
  - a. Attorney.
  - b. Accountant.



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