FICTION: Physicians willingly sign these contracts. They are educated people who know what they are signing. They hire lawyers to review their contract and they know what is in it.

FACT: If you were in your 20s, had $500K worth of student loan debt, would you hire a lawyer to review an employment contract? Probably not. Even if you had reservations about it, would you sign it anyway if offered $200K/year as a starting salary? Yes. This is the position many physicians find themselves in. The notion that all physicians use lawyers to review their employment agreements is false—as is the argument that they “have a choice in the matter” when many are deeply in debt.

FICTION: Noncompete agreements are negotiable. Every contract is different!

FACT: They may be “negotiable,” but they are certainly widespread and applied to the doctor who makes $1 million a year as well as the doctor who makes $100K a year. Again, if you were a doctor trying to get a job, would you feel comfortable attempting to negotiate the noncompete out of a contract with a prospective employer offering you a competitive salary? Highly doubtful.

FICTION: Noncompete agreements allow us to protect a very expensive investment into a physician—their training and infrastructure.

FACT: Physicians most often use personal loans to train in medical school and residency. They invest their time and financial resources into becoming a physician, starting their practice with hundreds of thousands of dollars in debt. That investment is the physicians, not their employers and they do not deserve to be held hostage. Employers also have numerous other ways, such as clawbacks and financial penalties, to recoup monetary investments into a physician. A noncompete clause is not needed for this purpose. Organizations that do not use noncompetes have also invested millions into Louisiana physicians and their infrastructure. However, they compete to employ physicians on culture, not on contracts.

FICTION: Patients can still see their doctor!

FACT: Do you remember the “if you like your doctor, you can keep your doctor” promise? If a doctor is held to a noncompete agreement, a patient can certainly keep their doctor, assuming they are willing and have the ability to drive through multiple parishes or out of state to see them.

FICTION: Doctors have never had to leave Louisiana to find another job.

FACT: We have been provided employment contracts that list parishes between Orleans to Ouachita and west to Acadiana all in one contract as areas where the physician cannot practice under a noncompete. We have personal testimony and letters from physicians who left the practice of medicine altogether or left the state in search of employment.

FICTION: This is a fight between large health systems.

FACT: The beneficiary of this legislation is physicians. That is why the Louisiana State Medical Society is organizing to allow physician voices to be heard. It just so happens that the sole opposition to this bill is the largest health system in the State, who is also the largest employer of physicians.

VOTE YES ON HB 483 BY REP. MARK WRIGHT.
House Bill 483 by Rep. Mark Wright ensures reasonable restrictions are placed on physician noncompete agreements in Louisiana. When access to care is already an issue in many communities, Louisiana cannot afford to lose a single physician because of a noncompete agreement. Noncompete clauses harm the patient-physician relationship, limit access to care and place business interests over patient interests. Patients deserve to have the freedom of choice and access to their chosen physician.

Proponents of this bill made multiple offers and concessions and our opponents rejected them all and have refused to negotiate.

BELOW ARE THE CONCESSIONS WE MADE IN LIEU OF AN OUTRIGHT BAN OF PHYSICIAN NONCOMPETE AGREEMENTS:

The following provisions are all included in HB 483.

**TIME LIMIT:** Prohibits noncompete agreements for primary care physicians, state employed physicians and physicians terminated without cause. The current language allows for enforcement of a noncompete clause during the first three years of employment for a physician specialist.

**BUYOUT:** Provides a buyout to the employer that decreases pro-rata over three years. After three years, the buyout is zero and the noncompete is no longer enforceable.

**GEOGRAPHY:** Restricts noncompete provisions to the parish where the physician primarily practices and two contiguous parishes.

**RURALS:** Rural hospitals may utilize noncompete provisions within the rural hospital's parish and contiguous parishes.

VOTE YES ON HB 483 BY REP. MARK WRIGHT.