

BTER Pre-Assessment/Assessment Questions (All Modules)

Module 3 - Contracts		
No.	Question	Answer
1	In general, contracts are written to be fair to both parties, not skewing the terms to be more advantageous towards one party or the other.	False - contracts tend to favor the party writing the contract.
2	It is important to decide on which aspects in a contract are important to you prior to entering contract negotiations.	True
3	Under the Duties and Responsibilities term of your employment contract, the scope of your fiduciary responsibilities and productivity expectations should be defined. However, it is not necessary for the practice to specify its responsibilities to you.	False, just as your responsibilities are outlined, the practice's responsibilities to you should be specified, as well.
4	A practice <u>does not</u> reimburse its employees for expenses according to standardized rules or regulations, such as the IRS.	True
5	The Fringe Benefits term is irrelevant and can basically be ignored.	False- Fringe benefits should be examined and the amount of these benefits will be factored into the amount of one's overall compensation package.
6	Non-compete and non-disclosure terms are unenforceable by law and, therefore, you cannot be sued for violating this term in your contract.	False – These terms are absolutely enforceable by law, though varying rules apply from state to state.
7	Once you leave a particular practice, that practice is not obligated to inform your patients of your new practice location and contact information.	True
8	Your should expect to find a specific buy-in amount listed in your contract, which will apply when you reach your ownership opportunity after the specified number of years in practice.	False- It unlikely that a specified buy-in amount will be indicated, however the format or details of how the buy-in will be calculated should be included in your contract.
9	Concerning ownership opportunities in a partnership agreement, the distribution of assets from ancillaries and real estate should be specified.	True
10	Six weeks of paid vacation is the national average vacation allotted in employment contracts.	False – 3-4 weeks of personal leave is the average.