



October 17, 2022

Candice L. Saunders, FACHE
President and CEO
Wellstar Health System
303 Parkway Dr NE
Atlanta, GA 30312

OFFICERS

JONATHAN S. JONES, MD FAAEM
President
Jackson, MS

ROBERT FROLICHSTEIN, MD FAAEM
President-Elect
San Antonio, TX

L.E. GOMEZ, MD MBA FAAEM
Secretary-Treasurer
Annapolis, MD

LISA A. MORENO, MD MS MSCR FAAEM FIFEM
Immediate Past President
Greenville, NC

WILLIAM T. DURKIN, JR., MD MBA MAAEM
FAAEM
Past Presidents Council
Rancho Santa Fe, CA

BOARD OF DIRECTORS

KIMBERLY M. BROWN, MD MPH FAAEM
Memphis, TN

PHILLIP DIXON, MD MPH FAAEM
Columbus, OH

AL O. GIWA, LLB MD MBA MBE FAAEM
Brooklyn, NY

ROBERT P. LAM, MD FAAEM
Colorado Springs, CO

BRUCE LO, MD MBA RDMS FAAEM
Norfolk, VA

VICKI NORTON, MD FAAEM
Boca Raton, FL

CAROL PAK-TENG, MD FAAEM
Summit, NJ

KRAFTIN SCHREYER, MD MBA FAAEM
Philadelphia, PA

YPS DIRECTOR

FRED E. KENCY, JR., MD FAAEM
Madison, MS

AAEM/RSA PRESIDENT

LEAH COLUCCI, MD MS
Woodbridge, CT

EDITOR, JEM

EX-OFFICIO BOARD MEMBER

STEPHEN R. HAYDEN, MD FAAEM
San Diego, CA

EDITOR, COMMON SENSE

EX-OFFICIO BOARD MEMBER

ANDY MAYER, MD FAAEM
New Orleans, LA

EXECUTIVE DIRECTOR

MISSY ZAGROBA, CAE

EXECUTIVE DIRECTOR EMERITUS

KAY WHALEN, MBA CAE

Re: Not Enforcing Non-Compete Clauses in Wellstar Health System Physician Contracts

Dear Ms. Saunders,

On behalf of the American Academy of Emergency Medicine (AAEM), we write in support of Senator Warnock's letter to encourage you to remove the non-compete clauses within physician contracts due to the closing of Wellstar Health System.

AAEM is the specialty society of board-certified emergency physicians representing over 8,000 members. The Academy supports fair and equitable practice environments necessary to allow the specialist in emergency medicine to deliver the highest quality of patient care. Such an environment includes the absence of restrictive covenants or "non-compete clauses" in physician contracts. The American Academy of Emergency Medicine (AAEM) welcomes any discourse related to relief from the unfair use of non-compete clauses in the employment contracts of practicing emergency physicians.

AAEM Past President Larry D. Weiss, MD JD MAAEM FAAEM, states that "A restrictive covenant provides that, upon termination of a professional contract, a physician may not work in a defined geographical location for a specific period of time. In such a circumstance, if a contract-holder terminates a professional contract, the physician may have to sell his home and move his family if he wants to continue practicing his profession." For practicing emergency physicians (EPs), consolidation of independent practices and hospitals has resulted in the reality that the majority of EPs will work as an employee or independent contractor for a hospital or a contract management group (CMG) that provides staffing services to hospitals. Virtually all of our EP members are forced to sign contracts with non-compete clauses. Should Wellstar Health System enforce any non-compete clauses, physicians may have no other choice but to move out of Atlanta.

AAEM would like to continue to serve as a resource to you as you work to support fair and equitable practice environments within your hospitals that allow physicians to deliver the highest quality of patient care. Please do not hesitate to contact us if you have any questions.

Sincerely,

Jonathan S. Jones, MD FAAEM
President

AMERICAN ACADEMY OF EMERGENCY MEDICINE

555 East Wells Street, Suite 1100, Milwaukee, WI 53202-3823

(800) 884-2236 • info@aaem.org • www.aaem.org