



Must-knows about moonlighting

Read this before you pursue a secondary income stream.

WHO DOESN'T WANT TO EARN SOME EXTRA MONEY, DIVERSIFY THEIR KNOWLEDGE BASE OR KEEP THEIR MIND ACTIVE? Let's explore the world of moonlighting for physicians and review the opportunities, challenges and legal issues to consider.



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According to a 2017 Locum Leaders report, the top three annual earners among moonlighting physicians were internal medicine physicians (averaging \$64,000 in secondary income); family practice physicians (\$51,800); and cardiologists (\$42,000).

There are opportunities, however, for physicians in every specialty to moonlight.

For physicians who are still in a training program, “internal” moonlighting can be an opportunity to work for your own academic medical center and earn extra money while sharpening your clinical skills. Oh, and an added bonus: the internal moonlighting opportunity may act as an unofficial on-the-job, real-time interview. Demonstrating that extra level of commitment can be an invaluable differentiator if the medical center has the capacity to hire additional physicians at the end of the academic year.

By contrast, “external” moonlighting is working for someone other than your main employer. There are multiple considerations—whether you are still in a

training program or out in the “real” world—that you must address before accepting that external moonlighting opportunity.

What are you allowed to do?

Many employers expressly prohibit physicians from working elsewhere. An academic medical center may permit a resident or fellow to take advantage of “internal” moonlighting but not allow the physician to provide clinical services for any other employer.

If you're practicing medicine in a private practice or an academic medical center, an employer may prohibit you from any “extracurricular” work under the premise that you are working full time for the employer, are getting paid for working full time, and the employer expects you to devote all intellectual energies to working for them.

Carefully review your employment contract to confirm whether there is a blanket prohibition on moonlighting or what exceptions may apply.

When you're considering switching from one employer to another, this can also be an important consideration in deciding if the new job provides the flexibility you desire.

When can you moonlight?

If your employer permits moonlighting, an important consideration may be when you can do it. For instance, most employers will prohibit you from working an overnight shift for the moonlighting employer and then working the following day for your main employer. Employers do not want their physicians to burn the candle at both ends.

Similarly, a physician who works in shifts for their main employer, such as an emergency room physician or a hospitalist, may be prohibited from working for any other employer for 24 hours before working a shift for their main employer. This helps ensure you're well-rested and mentally sharp when working for your main employer.

An employer may limit the number of shifts or the number of hours each month or the amount you can earn from your moonlighting employer to ensure they get the benefit of your full-time commitment.

How should you protect yourself?

You need to be licensed in each state where you provide clinical services. You're likely going to have to secure professional liability insurance for each moonlighting job. The same analysis that you must go through for your main job applies to the moonlighting job. If the policy is a claims-made policy, you'll likely need to secure "tail" coverage when the claims-made policy expires. Confirm whether the moonlighting employer is purchasing the claims-made policy and under what circumstances the moonlighting employer or you will need to purchase tail coverage. The cost of the tail policy may make it economically prohibitive or disadvantageous for you to even take the moonlighting employment in the first place.

Where can you work?

If your contract with your main employer includes a non-compete clause, you may be prohibited from moonlighting within the same radius as prohibited in your employment agreement. Alternatively, your main employer may prohibit you from working within the same setting (e.g., inpatient) but may permit you to work in an alternate setting (e.g., urgent care center).

As the past year has demonstrated, telehealth is becoming an increasingly viable option across many

different specialties. Because telehealth services can be provided across state lines and in any geographical setting, more and more employers are carefully crafting language in their employment agreements that prohibit their physician employees from working in any physical or virtual setting.

With whom can you work?

Many physicians are interested in moonlighting in clinically related roles that don't require providing clinical care services. Speaking or consulting on behalf of the pharmaceutical or medical device industries can create a lucrative source of income. Developing intellectual property, like a new surgical device or enhancement, could generate more income than anything you could earn as a traditional clinician. Expert witness testimony can allow you to earn thousands of dollars in half-day or full-day increments, and can allow you to earn while taking vacation from your main employer. Medical chart review for a third-party payer or a credentialing organization can easily be done in the evening or weekend, and you may earn money on a per-chart basis. There are almost limitless possibilities for the extracurricular ventures you may wish to undertake that are clinically related but not clinical *per se*.

Moonlighting physicians can earn extra money by doing something they truly love and enjoy. It is critically important, however, to understand what you can and can't do so you're sure your extracurricular activities won't create a breach of your main employment agreement. Anyone interested in moonlighting should do so with full transparency to their main employer; sunshine is the best disinfectant. •

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