

Multi-office Practices

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As more doctors have multiple offices, the question arises as to which branch the restrictions apply. Assume that there are two offices, 25 miles apart, and the associate operates office "B". If there is a standard 25-mile covenant, is the associate also forbidden to practice within a 25-mile radius of office "A"? If that is the intention, the agreement should specifically provide for it. Does that render the agreement unenforceable? Presumably, a judge who believes 50 miles to be unreasonable could strike it down.

Unique Problems

Mass transit, better roads, increased marketing, job insecurity, and the ubiquitous multi-vehicle family allow today's doctors to draw patients from a wider geographical area. The limited geographical areas usually approved for other commercial enterprises may be inadequate to protect a health care employer.

Many businesses have been dramatically affected not only by the above considerations, but also by technological progress. Fax machines, computer modems, and automated research, for example, have dramatically changed law practice. Clients may be served from virtually anywhere in the world. Traditional covenants not to compete have lost much of their utility in such circumstances.

What Alternatives Are There?

An antisolicitation agreement bars an employee from approaching the former employer's patients for a specified period of time. The primary advantage of this device over the covenant not to compete is that it has no geographical limitations. This device may be useful to chiropractors whose practice situation makes a larger geographical barrier desirable. More practically, perhaps, they can use this device in addition to a standard covenant not to compete. Then, if the provisions of either agreement are rendered unenforceable or restricted, the doctor has another tool to fall back on.

The parties can agree on patients to be covered. The employing doctor will want to extend the restriction beyond current patients of the office. Past patients should be included to some extent, as they are likely to return to the office in which they previously were treated.

A caveat: This agreement does not necessarily prevent the former associate from treating patients who go to his office on their own initiative. That is one reason a doctor may try to use both types of agreements.

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