



# Mark Gergen

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## Minutes

1. Example Employment Agreement (for small clinic)
  - a. Scope of duties-will outline your responsibilities as a doctor
  - b. Exclusive service
    - i. Commitment to work only for this employer and nobody else
    - ii. Cannot start your own practice on the side
  - c. Professional Standards
  - d. Term
    - i. Most employment agreement are **at will** (you can quit at any time and they can fire you at any time)
    - ii. In the example he showed, it was a 1 year agreement
    - iii. If it is not mentioned in the contract, you are presumed to be an employee at will
  - e. Fringe Benefits
    - i. Vacation-paid time off
    - ii. Professional trainings, advertising expenses, etc. are covered
  - f. Malpractice Insurance
    - i. Covers the acts or omissions of the employee
    - ii. Reason it is there is to prevent lawsuits to be filed against your employer
      1. If there is a bad medical outcome, some patients will attempt to sue every entity involved, so the clinic has to protect itself
    - iii. Consists of a duty to defend
      1. The employer must pay your defense costs
  - g. Office Facilities
    - i. Employer commits to provide the equipment; however, there is a clause that states that there is certain equipment that the employers expect the employees to provide for themselves (these pieces of equipment should be specified by employer)
  - h. Patient Names, Addresses and Records
    - i. If you start your own business, you cannot take patient information and personal records to your new business
      1. UNLESS a patient requests that their record be transmitted to the employee
  - i. Fees
    - i. If you go work outside of the company, you are supposed to provide your compensation made to the worker

1. However it is not related to optometry (e.g. pay you receive for being a jazz musician) you are fine
  - j. Covenant not to Compete
    - i. States that's an employee cannot compete within 10 miles of their previous employer for 2 years after their employment ceases (24 months)
    - ii. UNENFORCEABLE UNDER CALIFORNIA LAW, but are enforceable in most states
  - k. Other notes about this contract:
    - i. No medical benefits
    - ii. No pension
  - l. If you go work for a larger employer (e.g. Costco, Lens Crafters, etc.)
    - i. Contracts will be longer and sometimes have more stipulations in them
    - ii. Before you take them to court, you must go through arbitration first-->if the arbitrators rule against you there is no way to appeal
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2. Fee for Service Agreement (VA)
    - a. Positive
      - i. Remove income taxes automatically from your paycheck
      - ii. No covenant not to compete
    - b. Negatives
      - i. Not providing you with a pension benefit in this case (usually about 20 to 30% of your compensation package is health and pension benefits)
      - ii. Not committing malpractice insurance, but states that the United States may choose to defend you

## Contact Information

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