

Questions the Associate Doctor Should Ask the Boss

John B. Moore, DC

At a recent chiropractic society meeting, the veteran chiropractic doctors welcomed the new graduates into the profession. In a paternal way, each new society member was asked to give his name and indicate if he was looking for a doctor to associate and they would assist in locating a position; definitely a very kind gesture on the society's part to facilitate the professional transition for the new doctors.

Each graduate took a turn. Some accounts were very factual while others communicated humorous experiences from practice. Although not all were funny.

One recent graduate told of how he worked as an associate for a "soon to retire" doctor who was looking for him to take the practice over. The first few months brought great satisfaction. Under the watchful and experienced guidance of the veteran doctor, the new associate was providing all the chiropractic care in the office (40 to 60 treatments per day), with the expectation of taking over the practice. After three months of employment, the veteran doctor informed the new associate that his services were no longer needed.

A week later, the young doctor returned to the office to pick up a few things. Much to his surprise, the office had a new associate doctor working under the same guise used previously.

The doctor at the society meeting asked who this doctor was. They all shook their head when they learned the identity. This is not the first time they have heard this story from a new doctor. Many apologized and assured the new member that not all doctors treat their associates this way.

Another new doctor introduced herself and told of how she was an associate in a practice she was buying. The selling doctor asked her to put down a \$5,000 deposit on the practice, which would be put towards the purchase price once she obtained the loan. The contract had a statement which said that if for any reason the loan is not obtained by a certain date, the deposit is forfeited. The associate was assured by the doctor that he would not hold her to this and would return the money if the loan was not approved. The associate had no reason to mistrust the doctor who has been so kind. She was given this terrific opportunity to practice under his guidance. Why should she mistrust him? The contract was signed.

The loan was turned down; the contract due date arrived; the doctor refused to refund the \$5,000 deposit to the associate and terminated her employment.

Again, the society doctors shook their heads and said this is a common scenario for this doctor.

These stories seem to be too common for the profession. The causes are many: unscrupulous doctors, naive graduates uneducated in smart business practices, misunderstandings between the doctor and the associate, etc.

To help the recent graduate interviewing for an associate position, the following questions have

been developed to allow you, the new doctor, to cover most aspects of a practice. This helps bring out both the doctor's and your expectations of the practice.

Beware: If the doctor is vague about these answers or does not give specific job descriptions (e.g., we are a growing practice and you must be flexible), don't practice there. No matter how attractive the possibilities or how many promises are made about developing a practice, do not do it. Be sure the job description is written down so the exact duties and responsibilities are known. If the job description is not written down, janitorial duties like cleaning the office toilet may not be far off. Verbal job descriptions do not hold up in court.

Questions To Ask At the Interview

I) Financial Matters:

A) Is a base salary and/or percentage offered?

1. How much?
2. How long?
3. Is the percentage based on the practice collections or my own collections?
4. Is the percentage based on the gross or the net?

B) Will taxes be taken out of the checks? (Salary or percentage?)

C) Compensation for treating on overtime, vacation time, emergency calls, etc.?

D) What is the fee schedule for the office? Will you have the ability to establish your own fee schedule with your own patients?

E) What will be the financial responsibilities for overhead -- employee salaries, advertising, rent, equipment upkeep/repair, etc.?

F) If the patient requires vitamin supplements, supports, braces, etc., what percentage of sales does the associate receive?

G) Who does the billing for the associate's services -- front office or the associate? If the billing is done through the front office, will the associates billing be given equal priority, even though the billing amount is less?

II) Employment/Job Matters

A) Is the associate an employee? A partner? An independent contractor? The reason for this is as follows: If the associate is an independent contractor, employment can be terminated at any time. An independent contractor is not eligible for worker's compensation through the doctor's office. The independent contractor is responsible for his/her taxes, health insurance, etc.

B) If an employee, how long will it be to establish a partnership, etc.? How long is the probation period?

C) What are the expectations of the associate? The associate's job description (written down by the doctor) e.g.: examinations, x-ray (expose, develop, mark), treating, front office, billing, etc.?

D) Will the associate have the liberty to practice the way the associate desires? (e.g.: dietary

supplements, technic, ancillary methods).

E) What will be the associates hours?

F) What hours will the associate have available to treat his patients? Will the associate be asked to move his patients from a room to accommodate the doctor? Will the associate be asked to treat the doctor's patients during this time?

G) Will the associate be allowed to treat patients at the office during the hours when it is usually closed?

III) Office Matters:

A) How or will advertising change to include you, the new associate? Who will pay for the associates business cards? Does the office have a set format for business cards which the associate must follow?

B) Will the associate be included in present letterhead or be responsible for his own?

C) How are the telephones answered? By the clinic name? By the doctor's name? Will it be changed to include the new associate's name?

D) Will the associate have access to front office; patient files; billings; collection information?

E) Will the associate receive keys to the office?

IV) Miscellaneous Matters

A) Who pays for seminars? Is time off for seminars paid for?

B) Who pays for malpractice premiums? How much coverage is required?

C) If the associate leaves or moves -- what are the expectations for termination notice? (Is two weeks' notice requested?)

D) If the associate leaves or moves to another local practice -- will there be any clauses that prevent the associate from taking his patients and their files? (Check your state/provincial laws regarding this point. Even if the associate signs a contract stating contrary to state/provincial law, the state/provincial law supersedes all others).

E) If the associate leaves or moves from the area, would the current doctor buy the associate's current practice?

F) What days/holidays is the clinic closed?

G) How does the associate arrange for time off, vacation time?

H) If both the doctor and associate desire to vacation at the same time, what arrangements will be made for the patients?

I) If the associate treats the vacationing doctor's patients, what percentage of the collections does the associate receive?

V) Protct Yourself:

- A) The associate should make a copy of his pay check. This has all the necessary information if the associate has to attach a lien to the doctor's account for wages not paid.
- B) If the associate has a dispute about past wages, etc., take the case to small claims court. Many books are written about this inexpensive way to be heard and receive satisfaction.
- C) If the associate feels he was unlawfully terminated, take the case to an attorney for consultation.
- D) The associate can save a great deal of time and money by having the initial employment contract read by an attorney who specializes in this area. If the doctor does not allow the associate to have the contract read by the associate's attorney or leave the office, do not work for this doctor.

VI) The Interview:

- A) The prospective associate doctor is, and should consider himself or herself as an asset to the practice. By the associate assuming many of the head doctor's duties, the doctor is able to pursue other interests for the patient and practice.
- B) Keep in mind that the doctor is not a professional interviewer and may not cover all areas listed above, as well as others. This does not mean the doctor is an incompetent practitioner, simply not a professional interviewer.
- C) The associate should be realistic of his clinical, interpersonal, and managerial skills. Keep this in mind when discussing financial aspects of the associate's salary and terms.
- D) During the interview, do not be afraid to ask questions. Take a few days or weeks to think about the offers and counteroffers.

The above points are designed to be a starting point for discussion between the doctor and associate so most aspects of the working relationship are covered. Many areas of contention are the result of misunderstandings and assumptions made by the parties involved. The more clear everyone is in the relationship, the better chance it has to benefit both the doctor and associate. It can be a win, win, win situation for everyone, including the patient.

FEBRUARY 1990