

Foundations of Emergency Medicine

Foundations III: Guided Small Group Experience

Session 16: “Job Hunting II – The Job Interview and Contract Basics”

Unit: Non-Clinical Skills

❖ Agenda and Learning Objectives

- Case Part I – The Job Interview (20 min)
 - Identify the pre-interview steps recommended to prepare for the interview day
 - Discuss key best practices to be observed during the interview day
 - Define the after-interview maneuvers that can lead to successful next steps
- Case Part II – Contract Basics (20 min)
 - Identify the preliminary information items that have to be understood in reviewing a contract.
 - Understand the compensation and medical malpractice components of a general contract.
 - Define the key elements of the separation or termination in the contract language.
 - Discuss the fundamentals of contract negotiation.
- Case Conclusion (10 min)
 - Review Session Teaching Points

❖ Note to Facilitators

This is the second in a two-part series about the job application process. The first session (Session 6) covered the beginning of the job-hunting process including practice location, CV and cover letter. This session covers the basics of the interview, post-interview process and basics of contracts. It is a large group question led discussion and requires no extra preparation or materials to facilitate.

❖ Case Part I – The Interview (20 min)

- *You have been invited for an interview with the emergency physician group that provides coverage to ABEM General Hospital. The interview is scheduled 3 weeks from now and you will be flying to the location arriving the day before your interview. They have sent you the agenda in advance, and you have two full days of interviews with a dinner at the end of Day One. The main point of contact for the interview arrangement has been the group’s administrator Mr. Gregory Jones. The president of the group is Dr. Rebecca Thompson.*

❖ Discussion Questions with Teaching Points

- **What are some important actions that you should do when extended a job interview?**

- Be flexible in your scheduling. The group inviting you is most likely juggling more schedules than you collectively so being overly rigid can send a message that you are not cooperative.
 - Accept the invitation in a timely and gracious manner without seeming over-eager or “creepy” in the language and messaging that you use to communicate.
 - Confirm who the main liaison will be during the interview day – is it the recruiter, EM administrative staff or physician leader? It is important to know who the point person will be to ensure clear communication.
 - Ensure that they have your latest CV and up to date contact information.
- **After the logistics have been ironed out, what activities should you conduct in more focused preparation for the interview days?**
- Research the group, hospital and health system as much as you can through your professional network, social media pages, news articles. Some organizations post an annual report which can be very informative. Use the power of Google to educate yourself as much as possible about the people and organization that you will be visiting.
 - Research your inner self. Why are you interested in working with these clinicians? Why are you interested in this health system? What are your professional and personal goals and interests? What can you contribute to the organization? What are your strengths and weaknesses? Having thought these things through before arriving for your interview will serve you well when you are invariably asked these questions. Your questions should come across as genuine and well-thought out and not canned or rehearsed. Please don't ever say “my strengths are my weaknesses”.
 - Know the contents of your CV well. Be able to speak about your training experiences, unique or interesting trips and the general abstract of any research projects that you did. Someone may ask you about a publication on your CV and if it seems that you have no clue what you did – it can be awkward.
 - Practice. Practice. Practice. This becomes especially important if there is a Skype or other video chat component of the interview. Looking at the camera and not the screen is a practiced skill.
 - Find a friend outside of medicine to practice with → especially good contacts are those in human resources or the business world.
- **On the interview days, what are some essential best practices that can make or break the day?**
- Ensure that you have reviewed the agenda. Arrive on time and be dressed properly. There is no excuse for being late and probably not the time to make a fashion statement (there will be opportunities if you get the job). Greet your host graciously and with good enthusiasm. First impressions are important, and stumbling across the starting line could make the day rough.
 - Understand clearly who each person is with whom you are interviewing with. Everyone gets treated with respect and their involvement in the process should be taken

seriously. Listen to the questions before answering. Avoid using slang or borderline language.

- Do not trash other training programs, hospitals, health systems and avoid topics involving sex, drugs and rock 'n roll – and politics. If the conversation is getting derailed, take a deep breath and get back on topic. As the interviews start to add up, you may get tired – keep your filter on high alert – don't get sloppy and say something that will sink your ship.
 - Have a salary range in mind but careful in bringing it up yourself. If you are asked, still be careful and proceed if you want to. Understand that salary is not everything as there are benefits, bonuses, etc. that make up a compensation package. Focus on the job you are interviewing for. There is always time later to talk about money.
- **The interview dinner is a key component of the interview process. What are some tips for a successful dining experience?**
- Know your way around a dining table. If you are uncomfortable or potentially clumsy, take a dining etiquette class or watch some YouTube videos. Having confidence and some panache will reflect on you in a positive manner.
 - Confirm who all will be attending the dinner. Are significant others invited?
 - Don't order anything that is messy to eat such as pastas or other dishes that require you to tie a napkin around your neck. It is better to go a little hungry versus diving into a messy dish that is difficult for you to control. Be careful with drinking alcohol – a glass of wine may be fine but be careful as you don't want your filter to become loose.
 - Listen first, speak second.
- **What are some things that are essential for a graceful conclusion to the interview days?**
- Thank the proper people for their hospitality and time. Interviews are challenging to assemble because of all the schedules, etc. that have to be coordinated. Sign any paperwork such as expense vouchers or other formalities as requested.
 - Politely ask what the next steps are and a general timeline of events.
 - A properly worded yet succinct follow-up e-mail or phone call in the next 1-2 days is a nice way to conclude the interview process.
 - Conduct a self-reflection if the interview went well, do you have follow-up questions and would you be interested in the next steps?
 - Take notes immediately following the interview regarding details or follow up questions you have → you will forget them otherwise!

❖ **Case Part II – Contract Basics (20 min)**

- *Three days after returning from the interview at ABEM General, you received a phone call Dr. Thompson stating that the group enjoyed meeting you and that she will be e-mailing you a contract to join their group. She stated that you will have two weeks to review the contract*

and respond. She also mentions that there is one other candidate who has interviewed for the position and is also being considered.

❖ Discussion Questions with Teaching Points

- **Describe some broad concepts when it comes to an employment contract.**
 - Contracts come in all shapes and sizes. Everyone signs one. It serves as a governing document for the clinical, administrative and financial aspects of your career so it's one of the most important documents that you will sign in your lifetime.
 - Don't get overly anxious when you get the contract. Your focus should be reviewing the contract and getting assistance to ensure that are able to respond in a coherent and skillful manner. Understand every element of it. Seek mentors who can help you understand the document. Have a lawyer review it – it's worth the investment!
 - Know who the parties of the contract are – this can become complicated if there are private physician groups, health systems, medical schools or some combination of similar organizations and then it becomes unclear who the players are. You have to know who you are contracting with because it may affect your negotiation position.
 - Have a clear understanding when the contract is due and when the terms of the contract start. Missing deadlines or committing to time frames that you are not capable of meeting can make for a messy start.

- **What are important elements of the contract that pertain to your clinical work that should be crystal clear?**
 - What are the minimum and maximum hours that you are contracted for? Is there mandatory overtime? Is there optional overtime? Weekends and nights? Who does the scheduling? It is very important to understand how much work you are obligated for under the terms of the contract as this may influence your decision to join the practice or not.
 - Will you be working at one site or multiple sites? You should know how many places you will be working at and how the hours are allocated at these sites. Are the vastly different practice environments and is the pay scheme similar?
 - Find out if you have additional administrative duties. And if there are administrative duties being offered, then ensure that you understand how those are compensated – no compensation? Reduction of clinical hours? Stipend? When understanding the hours involved with the position, it should be clear what the clinical commitment is and what any other commitments are. Will I be teaching any learners?
 - Ask if you are expected to respond to emergencies outside of the ED such as floor codes, emergencies in the cafeteria or radiology suite? Knowing what your zone of practice is should be something you understand going into a clinical environment contractually.

- **Describes some elements of the compensation scheme that should be clearly visible in a contract**

- How do you get paid? It is important to understand if you are purely salaried, combination of salary and RVUs (and if so, what is the split) or pure RVU based. Certain types of salary schemes are more palatable to some people versus other people and so it's key that you don't sign up to practice in a situation that doesn't fit your skill set or personality. Someone who is not very efficient or aggressive probably won't do well in a pure RVU based salary scheme.
 - Are there opportunities to earn a bonus? Things to know if bonuses are available include how the bonus is calculated, how often it's calculated and when you are eligible to partake in the bonus scheme. Is there a partnership track? If so, it is essential to know how someone becomes a partner to include what the steps to partnership include. How stable is the bonus pool?
 - There should be a section that covers other benefits such as CME, licensure fees, society memberships that are part of the compensation package. If you don't see it, it is important that you inquire about it as these are real dollars that can add to the overall financial amount of the offer.
 - A major component of the compensation plan needs to include vacation time and how that is operated and compensated (paid vs. unpaid), medical and family leaves, benefits such as health and dental insurance, life insurance, retirement plan contributions, disability insurance. If these things are not plainly laid out, this is a red flag that should be addressed prior to signing anything.
- **What do you know about medical malpractice coverage?**
- What type of malpractice coverage do you get? There are two main types of medical malpractice insurance. They are called "occurrence" and "claims made" and it is important to understand how these policies operate. In short, "occurrence" is coverage that stays in effect if the event occurred while you were covered no matter when the lawsuit is filed - so it has a long built in tail. "Claims made" is coverage that is in effect when the lawsuit is filed so if you leave the group or the policy expires, you have to buy continued coverage to protect you if an action is filed – you have to purchase a "tail" – otherwise, you are not covered.
 - Clarify who is paying for the medical malpractice coverage and if a tail will need to be bought, who is paying for that? It is essential to know how these costs will be covered especially tail coverage which can be expensive.
 - Be sure you know what the policy limits are. Having weak insurance coverage can be a danger because verdicts potentially surpassing those limits could become financially problematic for you.
 - Ask which insurance company is being used to provide the insurance coverage and what kind of rating they have. Also, ask for a certificate of insurance so you clearly see the policy parameters. It is a good idea to do some independent research on the insurance company by using Google and your professional network.

- **What are some items that need to be clearly described in the separation section of the contract?**
 - A key point when it comes to terminating a contract is to know if both sides have the ability to terminate it equally and does it have to be “for cause” or can it be for “no cause”? Be careful in handing too much power to the other party. Also, it should be clear how much notice has to be given if terminating a contract.
 - Understand very clearly what the “for cause” elements are for being terminated from a contract. There have been contracts from health systems with religious affiliations that had morality clauses that could lead to a termination action so review these things carefully.
 - Ensure that there is clear documentation regarding how your final compensation payments will be calculated (for work that you have done) and who will be purchasing a tail if needed. Be clear on what other expenses are associated with a separation from the contract because you don’t want surprises at the end as it can be an already stressful time if you are moving on from the practice.
 - The “no compete” clause can be very problematic in some situations especially if you are geographically constrained. Ask if there is a “no compete” and if there is - be sure you know the geographic boundaries, length of time, facilities affected, consequences of breaching the “no compete” and the opportunity to buy out the “no compete”. There is always the opportunity to ask that the “no compete” be removed from the contract but that may not be possible.

- **Most people are not experienced in contract negotiations. What are some general tips in negotiating a contract that can help optimize your position?**
 - You should have a clear understanding as to when the contract deadline is. Usually two weeks is pretty standard to respond. It doesn’t mean that the contract has to be signed in two weeks but there should be some banter or response within the time frame. As soon as you get the contract, you should review with your mentors and an attorney. People are willing to negotiate with you if they are interested in hiring you and you are negotiating reasonable things. If they sense that you are unreasonable by your initial asks, the motivation to continue negotiating with you is minimal unless you are THAT good.
 - Many things in a contract cannot be negotiated due to the nature of Emergency Medicine practice. This is not the NFL so they most likely will not give you a \$56 million signing bonus and promise to have Egyptian cotton bath towels at work. However, things that can be negotiated can be salary (to an extent), modest signing bonuses, moving expenses, future support for additional training such as a Master’s degree, an administrative role, a start date, hours working at one site vs. another site (if they cover several places), student loan repayments. You have to look within yourself to see what are the “must haves” and the “nice to haves” to make a list of things to discuss.
 - Some best practices for novice or less experienced negotiators is to have a clear understanding of what you would like, some idea if your potential employer has the

resource to give to you, what your leverage is (your strength of position), what you are willing to take (vs. walk away from the job), and how you will communicate (e-mail vs. phone). Mentorship and expert advice is key in negotiating a contract.

❖ **Case Concludes (10 min)**

- *You reviewed the contract yourself, with your Emergency Medicine mentors and also had a lawyer examine the document for problematic areas. You gained excellent understanding of the contract and no major issues were identified. Many elements of the contract were not negotiable but you were able to negotiate a favorable start date, a modest signing bonus and relocation stipend and a good balance of hours at the two facilities that Dr. Thompson's group covers.*

❖ **Case Teaching Points Summary**

- The Job Interview
 - Being elegant and professional in the acceptance phase of the interview sets a tone that often permeates throughout the interview process.
 - The preparation during the pre-interview phase is arguably the most important part of the process because it is what sets you up for success on the actual interview day(s). Having a good command of the organization you are interviewing with as well as knowing thyself is very important → practice with a friend in business
 - If they have invited you for an interview, there is a good likelihood they are interested in hiring you. Conducting yourself in a clumsy or inappropriate fashion will certainly ruin your chances of getting an offer. This is the time to shine by showing interest, confidence and a genuine love for Emergency Medicine.
 - The dinner should not be taken lightly as eyes will be upon you. Dinner faux pas to include social clumsiness, eating messy foods or drinking too much alcohol are all potential pitfalls.
 - A proper after-interview sequence of events includes a gracious exit, confirmation of next steps, a follow-up email or phone call and a thoughtful self-reflection of how the interview went and if the practice environment interested you.
 - Take notes immediately after the interview, otherwise you will forget details!
- Contract Basics
 - Everyone signs a contract when you join a practice. Do not get overly anxious or jumpy when you receive it. Have a good plan of action of how this contract will be dissected down and reviewed in manner that makes the elements understandable to you. Do not sign anything you don't understand.
 - Get an expert to review your contract, it is worth the cost!
 - Be clear on how your clinical work and any administrative work hours will be calculated including how many hours you will be working, how often and where.

- Your compensation scheme should be very clear. Your salary, any bonuses and benefits should have a clear point of origin and it should be obvious how the money flows. Fuzzy math is a red flag and questions should be asked until things are understandable.
- The type and amount of medical malpractice insurance should be clearly delineated. Understand the difference between occurrence and claim based malpractice. Also, if tail coverage will be needed, it should be clear who is responsible for purchasing it.
- The terms of separation from the contract should be clear to include if there is a “no compete” clause which can become problematic down the line if not properly reconciled at the beginning.
- Some things can be negotiated. Some things cannot be negotiated. Know what those things are and what you want. And know if you’re willing to walk away.

❖ **Facilitator Background Information**

The Job Interview

The job interview has three distinct phases and they are equally as important. Downplaying the pre-interview and post-interview phases and focusing solely on the interview days can prove detrimental. If you are being invited for an interview, it is most likely that the group has reviewed your initial correspondence, your CV and has done some informal checking up on you. They are meeting with you to see if you are a good fit for their group, their organization and their health care system. This is the applicant’s opportunity to show off their professionalism, preparation and confidence while it is the health care organization’s opportunity to do the same. A well-managed interview process can position the applicant for a positive contract negotiation process.

Contract Basics

The job contract is one of the most important pieces of paper that a person will sign in their lifetime. Contracts in Emergency Medicine range from fairly simple to multi-page novels and thus it is essential that the applicant have a proper understanding of the various elements of the contract. Seeking advice from experienced mentors as well as a good lawyer is essential to ensure that your interests are being represented. Key elements of the contract include the clinical and administrative requirements, compensation schemes, medical malpractice coverage, separation terms and any “no compete” clauses. Contracts and their negotiation inherently are not dangerous things but being clumsy or uneducated in regards to this document can lead to disaster.

❖ **References**

- **Author:** Dr. Azeemuddin Ahmed, MD, MBA
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