

## ***Deciding on a Position***

What are YOUR “Needs” and “Wants”?

Practice Setting

- Academic/Urban/Suburban/Rural
- Freestanding ED
- Locum Tenens

Work Environment

- Patient volumes
- Staffing/coverage – hours vs. volume, midlevels
- TURNOVER – physicians and nursing
- Night support
- Patient transfers
- EMR
- Group longevity at hospital – will your job be secure?
- Administration goals – Patient throughput? Satisfaction?
- Teaching, committees, other obligations

Advancement

- Partnership
- Academic vs. Non-academic

Administrative Roles - Director/Assistant Director

Payment

- Independent contractor or employee
- Salary/hourly
- Night incentive/RVUs/Bonuses
- Benefits (CME, retirement, insurance, maternity, etc)

## **Evaluating a Position**

Talk to employees – night docs, newest hire, person you’re replacing

Talk to nurse manager – take him/her out to lunch

Talk to spouses of group docs – dinners, parties, etc

Talk to hospital administration – may not be so easy

## ***Finding a Job***

In local area

- Cold-call hospitals/ERs
- ICEP EPIC
- Contact friends in locations you would like to work
- Former grads from your program in same area
- Getting involved in organized medicine and developing contacts

Outside local area

- Ads in Annals, monthly emergency medicine magazines
- Contact ACEP or state branches
- National CMGs always looking for physicians

## ***Special Contract Terms***

### **Contract Termination**

**For Cause** = IMMEDIATE – you’re done *NOW*. Don’t come back.

**Without Cause** – Usually effective on 30-90 days’ notice

Avoid subjective language in “for cause” clauses

*“appropriate authorities request that Employee no longer provide services.”*

### **Exclusivity Agreements**

DEALBREAKER. Requires that you work *only* for hiring entity. No moonlighting.

DANGEROUS financial problem if immediately terminated and need to wait several months for staff privileges at another facility

### **The Integration Clause**

*“This Agreement constitutes the entire agreement of the parties...”*

### **Indemnification**

THIS IS A DEAL BREAKER! DO NOT SIGN!

“Physician shall hold hospital harmless from any and all liability, costs, damages, losses or reimbursement and/or reasonable attorneys’ fees incurred as a result of ....”

### **Duty To Supervise - Potential Liability**

- Inadequate Supervision

Legal liability/Actions against license?

- Improper delegation of authority

Physicians don’t have “carte blanche to delegate any and all tasks to an assistant”

- Informed Consent

### **Malpractice Insurance**

Annual likelihood of malpractice claim in ED ~7%.

Industry standard in emergency medicine to include FULL malpractice insurance and tail insurance in all contracts.