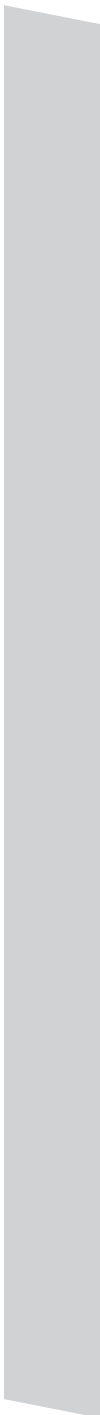


Contents

A Surgeon's Foreword	vii
An Economist's Forewordix
Preface.xi
Part 1: Getting Started	1
Chapter 1 When and How to Look for a Position and Land the Job You Want.	3
<i>Judy Rosman, JD</i>	
Chapter 2 Training, Certification, and Fellowship	13
<i>Shelly Timmons, MD, PhD</i>	
Chapter 3 A Private or Academic Career	27
<i>Craig Kelman, MD, and Alex Valadka, MD</i>	
Chapter 4 Neurosurgery Employment Options: Hospital Employee versus Stand-Alone Practice versus Group Practice	35
<i>Sherry Taylor, MD, PhD; Pratik Rohatgi, MD; and Edie Zusman, MD, MBA</i>	
Chapter 5 Protecting Yourself.	43
<i>Thomas Martin, CFP®, CPWA®</i>	
Chapter 6 A Short Detour into the Medicolegal World	61
<i>Jeffrey Segal, MD, JD</i>	
Part 2: Practice Management	69
Chapter 7 Making and Maintaining Your Reputation.	71
<i>Christopher Storey, MD, PhD and Anil Nanda, MD, MPH</i>	
Chapter 8 Ensuring a Successful Revenue Cycle in the Neurosurgical Practice	75
<i>Kim Pollock, RN, MBA, CPC, CMDP</i>	
Chapter 9 Building a High-Functioning Multidisciplinary Team	83
<i>Marvin Bergsneider, MD, Marilene B. Wang, MD, Adrian Ibarra, and Anthony P. Heaney, MD, PhD</i>	
Chapter 10 Ambulatory Surgery Centers and Physician-Owned Hospitals	93
<i>Timothy Fry, JD and John Harig, JD</i>	

Chapter 11	Advanced Practice Providers in Neurosurgery	109
	<i>Lindsay Gietzen, MS, PA-C, Grace Bryan, PA-C, Nathan Smith, MHSA, Clarence Watridge, MD, and Benjamin Brown, MD</i>	
Chapter 12	Coding and Documentation	115
	<i>Luis M. Tumialán, MD, and Celene B. Mulholland, MD, MPH</i>	
Chapter 13	Intellectual Property.	125
	<i>Mark Slomiany, PhD, MBA, MPA, and Rachael Wolfson, MD</i>	
Chapter 14	Grant Writing and Funding	145
	<i>Jared Brougham, MD, and Hai Sun, MD, PhD</i>	
Part 3: Health Care Policy and Neurosurgical Practice		155
Chapter 15	Medical Leadership	157
	<i>Alan Scarrow, MD, JD, and Jason Glenn, PA-C</i>	
Chapter 16	Development of Health Care Policy and Neurosurgery in Washington, DC	163
	<i>Christopher Storey, MD, PhD, Richard Menger, MD, MPA, Devon LeFever, MD, and Frederick Boop, MD</i>	
Chapter 17	New Payment Types	169
	<i>Rishi Chatterji, BSE, Hanna Sandhu, BS, Brian Danshaw, DO, Mayan Lendner, BS, Hamadi Murphy, MD, Michael West, CPA, MBA, Dave Janiec, BS, MBA, Chris Vannello, RN, BSN, and Alexander R. Vaccaro, MD, PhD, MBA</i>	
Chapter 18	Quality of Care Databases and Comparative Effectiveness Research: The Science of Practice Algorithms	181
	<i>Robert E. Harbaugh, MD, Michael Glantz, MD, and Brad Zacharia, MD</i>	
Part 4: Health Economics and Neurosurgical Practice.		193
Chapter 19	Thinking like an Economist	195
	<i>Neha Batura, PhD, and Richard Menger, MD, MPA</i>	
Chapter 20	The Mechanics of Basic Health Economics.	203
	<i>Matthew Taylor, PhD</i>	
Chapter 21	Medicaid; Financing, Costs, and Reform	211
	<i>Michael E. Wolf, MD, Brenton H. Pennicooke, MD, MS, and Kai-Ming Fu, MD, PhD</i>	
Chapter 22	Medicare; Financing, Costs, and Reform	223
	<i>Kristina Thompson, MSc and Timothy R. Smith, MD, PhD, MPH</i>	
Chapter 23	Private Insurance; Financing, Costs, and Reform	239
	<i>Stephen Reinjtes, MD, Matt Hefner, MD, Jai Thakur, MD, and Anthony Sin, MD</i>	
Chapter 24	Third-Party Prior Authorization in Neurosurgery	249
	<i>Alvin Y. Chan, BS, Jeffrey P. Mullin, MD, MBA, and Michael P. Steinmetz, MD</i>	

Chapter 25	Disruptive Innovation: The Role of Hospitals, Integration, and the Value-Added Process.255
	<i>Jeffrey Low, MD, MBA, Richard Menger, MD, MPA, and Gregory Mundis, MD</i>	
Chapter 26	Single Payer and Free Market Health Care; Economic and Philosophical Evaluations.	265
	<i>Richard Menger, MD, MPA</i>	
Chapter 27	Behavioral Economics.273
	<i>John Gibbs, MPA, and Bharat Guthikonda, MD</i>	
Appendix A	Definitions281
Appendix B	Index	285



Contributors

Neha Batura, PhD
Lecturer in Health Economics
University College London
London, UK

Marvin Bergsneider, MD
Professor
Department of Neurosurgery
UCLA School of Medicine
Los Angeles, CA

Frederick Boop, MD
Chairman and Professor
Department of Neurosurgery
University of Tennessee
Memphis, Tennessee

Jared Brougham, MD
Resident
Department of Neurosurgery
LSU Health Sciences Center
Shreveport, LA

Benjamin L. Brown, MD
Assistant Professor of Neurosurgery
Neurologic Surgery
Mayo Clinic College of Medicine
Jacksonville, Florida

Grace Bryan, P/A-C
Neurologic Surgery
Mayo Clinic Florida
Jacksonville, Florida

Alvin Y. Chan, BS
Medical Student
Medical College of Wisconsin
Milwaukee, WI

Rishi Chatterji, BSE
Medical Student/Research Volunteer
Orthopaedic Surgery
Sydney Kimmel Medical College, Thomas
Jefferson University
Philadelphia, PA

Brian Danshaw, DO
Resident
Orthopaedic Surgery
Philadelphia College of Osteopathic
Medicine (PCOM)
Philadelphia, PA

Timothy J. Fry, JD
Associate
McGuireWoods LLP
Chicago, IL

Kai-Ming Fu, MD, PhD
Assistant Professor
Department of Neurosurgery
Weill Cornell Brain and Spine Center
New York, NY

John Gibbs, MPA
Director of Strong Cities and Strong
Communities

**U.S. Department of Housing and Urban
Development
Washington, DC**

**Lindsay Gietzen, MS, PA-C
Assistant Professor of Physician Assistant
Studies
Department of Health Care Sciences
Wayne State University
Detroit, MI**

**Michael Glantz, MD
Professor
Department of Neurosurgery
Penn State Health
Hershey, PA**

**Jason Glenn, MPAS, PA-C
Director of Special Projects
Mercy Clinic Neurosurgery
Springfield, MO**

**Bharat Guthikonda MD
Associate Professor
Department of Neurosurgery
Louisiana State University Health Sciences
Center
Shreveport, LA**

**Robert E. Harbaugh, MD
Professor and Chairman
Department of Neurosurgery
Penn State Health
Hershey, PA**

**John P Harig, JD
Associate
McGuireWoods LLP
Chicago, IL**

**Anthony P. Heaney, MD, PhD
Professor of Medicine
Division of Endocrinology
UCLA School of Medicine
Los Angeles, CA**

**Matt Hefner, MD
Resident
Department of Neurosurgery
Louisiana State University Health Sciences
Center
Shreveport, LA**

**Adrian Ibarra
Administrative Specialist
Department of Neurosurgery
UCLA School of Medicine
Los Angeles, CA**

**Dave Janiec, BS, MBA
Research Fellow
Orthopaedic Surgery (Spine)
Rothman Institute
Philadelphia, PA**

**Devon LeFever, MD
Resident
Department of Neurosurgery
Louisiana State University Health Sciences
Center
Shreveport, LA**

**Mayan Lendner, BS
Research Fellow
Orthopaedic Surgery (Spine)
Rothman Institute
Philadelphia, PA**

**Jeffrey Low, MD, MBA
Partner
Andreessen Horowitz
Menlo Park, CA**

**Tommy Martin, CFP, CPWA
Partner & CEO
Vestia Personal Wealth Advisors
Fort Wayne, Indiana**

**Richard P. Menger, MD, MPA
Resident
Department of Neurosurgery**

**Louisiana State University Health Sciences
Center
Shreveport, LA**

**Jeffrey P. Mullin, MD, MBA
Complex Spine Fellow
Department of Neurosurgery
University of Virginia
Charlottesville, VA**

**Celene Mulholland, MD, MPH
Resident
Department of Neurosurgery
Barrow Neurological Institute
Phoenix, AZ**

**Gregory Mundis MD
Co-Director San Diego Spine Fellowship
Department of Orthopedics
Scripps Clinic Medical Group
La Jolla, CA**

**Hamadi Murphy, MD
Resident
Orthopaedic Surgery
Southern Illinois University School of
Medicine
Springfield, Illinois**

**Anil Nanda, MD, MPH
Professor and Chairman
Department of Neurosurgery
LSU Health Science Center
Shreveport, LA**

**Brenton Pennicooke, MD, MS
Resident
Department of Neurosurgery
Weill Cornell Brain and Spine Center
New York, NY**

**Kim Pollock, RN, MBA, CPC, CMDP
Consultant and Speaker
Karen Zupko & Associates, Inc.
Chicago, IL**

**Stephen Reinjtes, MD
Resident
Department of Neurosurgery and Brain
Repair
University of South Florida Health
Tampa, FL**

**Pratik Rohatgi, MD
Resident
Department of Neurosurgery
Penn State Health
Hershey, PA**

**Judy Rosman, JD
President
RosmanSearch, Inc
Pepper Pike, OH**

**Hanna Sandhu, BS
Medical Student/Research Volunteer
Orthopaedic Surgery
Sydney Kimmel Medical College, Thomas
Jefferson University
Philadelphia, PA**

**Jeffrey Segal, MD, JD
Chief Executive Officer and Founder
Medical Justice
Greensboro, NC**

**Alan Scarrow, MD, JD
President and Neurosurgeon
Mercy Hospital Springfield
Springfield, MO**

**Anthony Sin, MD
Associate Professor
Department of Neurosurgery
LSU Health Sciences Center
Shreveport, LA**

**Marc Slomiany, PhD, MBA, MPA
Consultant-Market Access
Health GfK
New York, NY**

Nathan Smith, MHSA
Operations Administrator
Neurologic Surgery
Mayo Clinic Florida
Jacksonville, Florida

Timothy R. Smith, MD, PhD, MPH
Assistant Professor and Director of
Computational Neuroscience Outcomes
Center
Department of Neurosurgery
Brigham & Womens Hospital
Harvard Medical School

Michael P. Steinmetz, MD
Professor and Chairman
Department of Neurosurgery
Cleveland Clinic
Cleveland, OH

Christopher Storey, MD, PhD
Resident
Department of Neurosurgery
LSU Health Sciences Center
Shreveport, LA

Hai Sun, MD, PhD
Assistant Professor
Department of Neurosurgery
Louisiana State University Health Sciences
Center
Shreveport, LA

Matthew Taylor, PhD
Director
York Health Economics Consortium
University of York
York, UK

Sherry Taylor, MD, PhD
Neurosurgeon
NorthBay Center for Neuroscience
Fairfield, CA

Jai Thakur, MD
Resident

Department of Neurosurgery
LSU Health Sciences Center
Shreveport, LA

Kristina Thompson, MSc
Vrije Universiteit Amsterdam

Shelly Timmons, MD, PhD
Professor and Vice Chair
Department of Neurosurgery
Penn State Health
Hershey, PA

Luis M. Tumialán, MD
Neurosurgeon
Department of Neurosurgery
Barrow Neurological Institute
Phoenix, AZ

Alexander R. Vaccaro, MD, PhD, MBA
Richard H. Rothman Professor and
Chairman, Department of Orthopaedic
Surgery
Professor of Neurosurgery
Co-Director, Delaware Valley Spinal Cord
Injury Center
Co-Chief of Spine Surgery
Sidney Kimmel Medical Center at Thomas
Jefferson University
President, Rothman Institute
Philadelphia, PA

Alex Valadka, MD
Professor and Chairman
Department of Neurosurgery
Virginia Commonwealth University
Richmond, VA

Chris Vannello, RN, BSN
Director of Quality Improvement
Orthopaedic Surgery
Rothman Institute
Philadelphia, PA

Marilene B. Wang, MD
Professor

**Department of Head and Neck Surgery
UCLA School of Medicine
Los Angeles, CA**

**Clarence Watridge, M.D.
Associate Professor of Neurosurgery
Neurologic Surgery
Mayo Clinic College of Medicine
Jacksonville, Florida**

**Michael West, CPA, MBA
CEO
Orthopaedic Surgery
Rothman Institute
Philadelphia, PA**

**Michael Wolf, MD
President and Founder
NeuroCite LLC
Los Angeles, CA**

**Rachael Wolfson, MD
Resident
Department of Neurosurgery
LSU Health Sciences Center
Shreveport, LA**

**Brad Zacharia, MD, MS
Assistant Professor
Department of Neurosurgery
Penn State Health
Hershey, PA**

**Edie Zusman, MD, MBA
Neurosurgeon and Medical Director of
Neuroscience
NorthBay Center for Neurosciences
Fairfield, CA**

Chapter 1

When and How to Look for a Position and Land the Job You Want

Judy Rosman, JD

► Key Points

- Choose position with people you can trust
- Involve spouse/significant other as early as possible
- Phone calls never hurt
- Do not burn bridges

► Background

After years of training, you are finally ready to look for your first neurosurgery position! This chapter will help teach you how to find a job. You should start your job search ten to eighteen months before the end of your residency in order to allow you enough time to interview. Don't start earlier, because most practices won't be ready to interview you. Don't start later, or you will risk not having enough time to interview at enough places to find your best match.

Ready? Here you go!

◆ How to Choose Where to Interview:¹

- a. **The Big Picture:** Your priorities will be a mix of the following: (1) location, (2) your ability to develop the kind of practice that you want, (3) your ability to work well with the people in the practice, and (4) compen-

sation. You should focus on the first three priorities, even if you are deep in debt from your education and feeling a lot of financial pressure. If you love your practice, your partners, and the place you live, you will very likely be successful and want to stay in your practice. Most neurosurgeons, even those with a lot of debt, will pay off their loans within the first few years of practice. Most residents and fellows have time to interview at only three to six practices, so choose carefully where to spend your valuable time interviewing.

- i. One part of the big picture that sometimes gets overlooked in the early stages is involvement of the spouse/significant other. It is crucial to involve your spouse as early and often as possible. If you can bring your spouse along on the first site visit, it could help you narrow down your choices. It is OK to ask whether you can bring your spouse along for your visit. It won't always be possible, but as a practical matter, if the practice is willing to bring your spouse out too, it is a good idea. No one should make the decision to accept an offer if the spouse is not on board. The

spouse may not always understand what the neurosurgery job market is like and why flexibility is so important, so it may be necessary to educate your spouse about the fact that a desirable location might not offer the desired job opportunity (particularly if you have subspecialty interests such as neuro-oncology or vascular). Spouses may not understand the job market, and it is in everyone's best interest to talk often about what opportunities you are considering and why. Having a spouse buy in to the opportunity will make the transition into practice that much easier.

b. Pitfalls to Avoid in Choosing a Position:

By keeping these common mistakes in mind when you are deciding where to interview, you may be able to eliminate some positions that are not likely to be worth your time:

- i. **Focusing on geography so much that you forget how important it is to have a good job.** While it is important that you live in a place that is acceptable to you for the long term, it is equally important to accept that certain job markets may be saturated or suffer from poor leadership in the medical community. The high-quality practice opportunity you need simply may not be available in your first-choice location. One neurosurgeon, while looking for a new position after eight months at her first job in Miami Beach, put it this way:

“When I came out of residency, all I wanted was to move to Miami Beach. Unfortunately, I have performed two surgeries a month during my time here and my volume is not growing

over time. As much as I love Miami, I am eager to complete my board certification process and find a place where I can build a successful practice and do the volume of surgeries that is required to sit for my oral boards.”

—S. E., formerly a hospital-employed neurosurgeon in Miami, Florida, who moved to private practice in a midsize city in Michigan

ii. Believing that your contract can protect you from a bad partner, a bad administration, or a bad overall situation:

A contract cannot force anybody to live up to his or her promises. It just memorializes your agreement and often lays out what will happen if someone does not live up to his or her commitments. However, even if you have contract terms in place to protect you, they are only effective if you are willing to enforce them through the threat of a lawsuit. Who wants a lousy job and a lawsuit? In addition, who will hire you if you sued your last employer or your former partners? From the perspective of an employer who is willing to ignore the terms of the contract, everything is subject to renegotiation. And even if your employer lives up to the terms of the initial agreement, everything can be renegotiated when the contract term ends. A good-faith employer will not change the terms substantially absent serious changed circumstances, but a new administrator may not feel remotely bound to agreements made by a previous administration. The lesson here is to do business with people you trust, preferably with those who have longevity in their positions, and recognize that leadership changes can occur.

“I had a formula to calculate my wRVU’s, and when we got a new CMO, the hospital just decided to change the formula to lower the number of wRVU’s that were credited per case because they said I was making too much money. My only alternatives were to accept it or to leave. I stayed for a few more years, but when they wanted to lower it again a few years later, I left.”

—Surgeon

- iii. **Ignoring difficult politics:** If there is an obvious conflict between the neurosurgeons and the hospital or between the neurosurgeons and the practice, don’t ignore it; investigate it. If there has been significant turnover, call someone who left the practice. You may still want the job, or you may not, but it is best to hear all sides to a story.
- iv. **Accepting an “income guarantee” that is not likely to be sustainable after the contract term:** The income of the current neurosurgeons in a practice is the best proof of how sustainable an income guarantee really is. If a hospital is offering you an “income guarantee” that is in fact a forgivable loan in order to join a private group, ask the partners whether they believe it is sustainable and what you will need to do in order to ensure that your income doesn’t drop when the guarantee is over. If a hospital is offering you a generous income guarantee but there are no neurosurgeons making that much in the practice, figure out what volume of cases you would need to do—based on a case mix that is representative of the practice—in order to sustain the income you are being promised when

your contract term is up, and ask for outmigration data and conversations with potential referring physicians to determine whether the target seems achievable. You can ask for a formal pro forma based on the case mix that is typical of the practice in order to see how much you will likely need to generate in order to make a certain amount. Remember that there is no free lunch—over time, people usually wind up getting what they earn.

◆ **How to Find Job Opportunities That Will Interest You**

- a. **Personal Networking:** Asking your chairman, attendings, and friends to help you with contacts is almost always the best way to make sure you are seriously considered as a candidate for a particular practice or program. If you are introduced by someone who is well-known to a practice or program, you come to the practice with, in essence, a recommendation from a trusted friend. If you don’t have any contacts who know anyone in the practices or programs you are interested in, you can introduce yourself by sending your CV and a personalized letter of interest explaining your interest in the area or the institution.
- b. **Advertisements:** Look at the ads on the AANS and CNS job boards as well as in the journals, and respond to those that seem interesting. Expect some frustration, because some of the advertisements may be old, and the positions advertised may already be filled. While searching through job advertisements online is usually more helpful than not, if you post your CV online, be ready for a flood of calls from recruiters and practices! You may find this a welcome flood of opportunity, or you may find the calls completely overwhelming. If you have a particular type of practice you want or

particular locations that interest you, you may prefer to stay focused on doing your research and reaching out to practices in a targeted way.

- c. **Research and Cold-Calling:** If you are interested in a very particular geographic location or an academic position, you can research your own list of hospitals, practices, and programs in which you may be interested and send letters of interest along with your CV. In addition to doing a general Internet search for hospitals and practices in the area that interests you, you may use the AANS and CNS member directories to find neurosurgeons associated with the practices or programs in which you may have an interest. This is a lot of work, but it is generally worthwhile and necessary if you have a limited geographic area or practice type that you are seeking.
- d. **Recruiters:** Before you use a recruiter, you should evaluate the recruiter the same way you would evaluate any other professional you would consider using. Ask yourself the following questions before entrusting your CV and your job search to a recruiter: Does this recruiter have real and meaningful expertise in neurosurgical recruiting? How much of the recruiter's practice is dedicated to neurosurgery? Does the recruiter have a good reputation? Can the recruiter legitimately advise you with respect to the job market, the pros and cons of various positions, compensation, and contracting? A recruiter who is marketing you to practices is representing *you*, so be sure you are comfortable with the recruiter's professionalism and expertise.
 - i. **Types of Recruiters:** There are three basic types of recruiters you may work with in your job search: in-house recruiters, contingency recruiters, and retained recruiters. Different types of

recruiters function in different ways and serve different roles, so it is important to know the differences among them.

1. **In-House Recruiters:** In-house recruiters work directly for a hospital or health system. They recruit only for the openings within their hospital or health system. When you arrange a site visit to a hospital (or to a private practice through a hospital), the in-house recruiter will normally be tasked with helping coordinate your travel and itinerary. In addition, the in-house recruiter often collects evaluation forms from all your interviewers after your site visit.
2. **Third-Party Contingency Recruiters:** Most third-party (i.e., agency) recruiters work on a contingency basis, without requiring any up-front fee to the practice for working on the search. A pure contingency recruiter can be paid only if he or she is the *first* to send the CV of a physician to a practice, before another firm sends the CV and before the physician presents his or her own CV for consideration. A contingency recruiter is paid only if the physician referred takes the position.
3. **Third-Party Retained Recruiters:** A retained recruitment firm is normally paid a reasonable portion of fees up front and may also be paid for reaching milestones in the search or for marketing the position. A retained firm must work hard to protect its reputation, otherwise hiring practices will not be willing to pay retainer fees to en-

gage the firm. Retained firms make up only a small portion of the physician recruitment industry; most physician recruitment is done by contingency firms because there is no up-front cost to the practice. A retained firm should work hard to make sure that the candidates presented are appropriate for the position to be filled and that the candidates' CVs are sent only to those practices that are of sincere interest to the candidates. Because retained firms require an investment by the hiring practice, they are often—though not always—the only recruiters used for a particular recruitment.

- ii. **Common Mistakes Candidates Make When Dealing with Recruiters:** There are three common mistakes neurosurgeons make when working with recruiters to find a position. First, being rude or unprofessional to a recruiter is never a good idea. Recruiters are, after all, in close contact with people who are making hiring decisions. There is little to gain by being disrespectful to a recruiter and sometimes a lot to lose. Second, sometimes a neurosurgeon will hear about an opportunity from a recruiter and then contact a practice on his or her own or through his or her attendings. While it may be tempting to contact a practice directly after learning about a practice opportunity from a recruiter, it may also wind up reflecting poorly on you if the recruiter has a close relationship with the hiring practice. In addition, it provides a disincentive for the recruiter to share information with you about additional positions in the future.

◆ **How to Succeed at Your Job Interviews:²**

- a. **Have the Right Attitude!** Remember that the purpose of a job interview is for you to obtain a job offer. You can't accept an offer that you don't receive. With neurosurgeons in high demand, some neurosurgeons go into interviews assuming they will be wanted and recruited. This is not necessarily so! One neurosurgeon described a candidate this way after the candidate's interview:

“I predict that guy is going to have problems wherever he goes. He is ambitious for sure, but he doesn't realize he is just coming out of training. He came here and had all kinds of suggestions for how we should be doing things, and he kept mentioning all the other places that have offered him jobs. We will not be moving forward with him.”

—Anonymous

- b. **Be Genuinely Interested in the Needs of the Hiring Practice, and Emphasize Your Eagerness to Help the Practice Meet Its Needs:** This is the secret to being successful in your job interviews. Ask what the practice needs and what they are looking for in a new hire, and connect their answers with your skills, interests, and experience. Here is a list of questions you can ask:
 - i. Can you tell me about your practice and what your needs are? What are you looking for in a new hire?
 - ii. What qualities do you think will make someone a good fit?

- iii. What are your ultimate goals for the practice overall?
 - iv. Can you tell me what I will need to do to successfully develop a practice within your group, if I am fortunate enough to get the job?
- c. **When Can You Ask About Money, Vacation, and Benefits?** It is normal to make two visits to a practice before an offer is extended. Focus the first visit on learning about the practice and the needs of the group and on getting to know the people. On the second visit, it is appropriate to ask about money. Vacation and benefits will be made clear when you receive your offer. If the information isn't clear, you can ask for clarification then.
- d. **Real-Life Examples of Interview Blunders to Avoid:** When you are looking for your first neurosurgery position after six or seven years of training, it may be easy to forget the decorum that is important for a professional interview! Here are some mistakes, taken from real-life reports of hiring practices on their experiences with candidates, that you should avoid:
- i. Wearing jeans (especially jeans with holes in them!) or other casual or sexy clothes
 - ii. Bragging about your other job offers
 - iii. Having too much to drink before, at, or after dinner—or putting many drinks on your hotel tab
 - iv. Bad-mouthing your program or attendings
 - v. Telling the current physicians or hiring manager that you don't want to work too hard or take too much call or that you need a good work-life balance
 - vi. Making suggestions to the current physicians about how they should run their practice
 - vii. When asked what your ideal opportunity is, responding honestly that “ideally, I'd like a job with twelve weeks of vacation so that I can [insert hobby here].”
- e. **What Do You Do If You Have Something Embarrassing or Damaging in Your History That May Impact Your Chances at a Position?** If you have made some mistakes in life, you may come to the interview process with a bad reference, a past disciplinary action, an arrest, or another imperfection. If this is your situation, be up-front and honest, and take responsibility. Don't dwell on the problem during your interview, but do emphasize how much you have learned since then and how you have grown from your experience. Offer recent references from attendings who you believe will speak highly of you.
- f. **After the Interview:** Make sure to express interest in the position and ask what the timeline for next steps might be. Write thank-you notes to everyone who interviewed you. E-mail is an acceptable way to send a thank-you note. In addition to thanking the administrators and surgeons, make a special effort to thank the support staff or the in-house recruiter who arranged your trip and itinerary.
- ◆ **What to Do When You Receive an Offer**
- a. **Say “Thank You”!** Any offer should be treated as a gift. Whether you like the offer and the practice or not, it is important to thank the people giving you the offer for the opportunity.
 - b. **But what if you 'aren't ready to accept the offer?** If you want to consider other job opportunities but you want to keep the door open to accepting the offer, it is im-

portant to communicate both appreciation and a timeline for your next steps. Tell the hiring neurosurgeons and administrators how excited you are to have the offer, and let them know when you will be done interviewing and ready to decide. Understand that they may not be able to hold the position for you if you are not ready to make a commitment. If you are absolutely certain you do not want the position, tell them how much you appreciate the opportunity but that you feel you must decline it at this time.

- c. **What do you do if there is a failure of communication on either side?** Just pick up the phone and call the individual who you think oversees the recruitment! Communication may be dropped or interrupted for many reasons. It isn't ideal, but it happens!
 - i. **What if you failed to call the practice?** If weeks or months go by and you realize that you never got back to someone to whom you should have responded, just call and apologize. There is little that cannot be mended with a sincere apology. If you are still interested in the position, be sure to express your enthusiasm and your interest in the practice when you call.
 - ii. **What if the practice never calls you back after your telephone interview or site visit?** If you expressed interest in a practice and you never heard back, don't be afraid to call. The worst thing they can tell you is that they filled the position or are pursuing other candidates right now. Sometimes practices put a candidate aside if they are busy recruiting someone else, but that other candidate may have other opportunities that are better for him or her! It may be that you will call just at the

time when they realize that they want to interview someone new.

◆ **How to Set up the Contract Negotiation for Success**

- a. **Attitude and Approach—How to Think about Negotiating Your Contract:** Negotiating your employment contract is the beginning of a long-term relationship, and while you want to get the best deal possible, it is also important to remember that this kind of negotiation is very different than, say, haggling over the price of a car or a refrigerator with someone you will likely never see again. A neurosurgery job is always unique in many respects—the location, the practice development opportunity, and the partners. If you really like the job, the aim of the contract negotiation is not to pick the contract apart in every possible respect but rather to figure out whether you have any true deal-breaking issues and to get the deal done. Consider negotiating your employment agreement as part of the interview process for both you and the practice you want to join. If you (or your lawyer) are unreasonable in the process, the practice may revoke your offer. If the practice (or its lawyer) is totally unreasonable, you may decide to go elsewhere, even if you really like the position.
- b. **How to Choose a Lawyer and How to Educate Your Lawyer about the Approach You Should Take in Contract Negotiation:** Choose a lawyer with significant experience in negotiating physician employment agreements, not a general corporate lawyer or some other type of lawyer who happens to be a personal or family friend. Make sure that the lawyer knows that his or her role is to help get the deal done, not to blow it up by showing off his or her ability to try to change every single thing in the agreement that could be

improved. An inappropriately confrontational or aggressive attorney can blow the deal for you! Your lawyer's job is to tell you everything he or she can tell you about your contract to protect your interests. Your job is to work with your lawyer to decide which battles are worth fighting. An attorney may not understand the neurosurgery job market or how unique each opportunity is or the fact that you may not be able to readily find another good position in a similarly desirable location for you and your family, so make sure your lawyer knows how much the position means to you if it really is your best option and that a collaborative, problem-solving approach to contract negotiation is appropriate. Even if you have other great job options, collaboration—rather than confrontation—will help any deal and set a positive tone for your future working relationship with your employer.

- c. **Picking Your Battles:** In addition to compensation and support for the practice (where special support needs to be defined), the most important items in a contract from a practical standpoint are the provisions that impact your ability to leave the practice on your terms. These usually include the noncompetition agreement, tail insurance, termination provisions, and notice provisions. There are both state and federal laws that impact physician employment agreements, and it is critical that you consult your attorney regarding these provisions. It is also critical to remember that your contract is not written in blood. That point you spend three months negotiating, the one that may in fact be a deal-breaker for you, may not be honored at all if there is a change in leadership, bad faith, or a difference in perspective on the part of your employer. Above all, remember that the contract is only as good as the people on both sides, and that once you are working, your relationships and your performance—

not your contract—will determine your success.

d. **How to Irritate Your Prospective Employer into Revoking Your Job Offer:**

- i. **Asking for Multiple Concessions Sequentially, One at a Time:** If you ask for a concession and then another concession and then another instead of having a conversation that approaches the contract as a whole, this can frustrate your prospective partners and may result in your losing your offer, as this neurosurgery chairman expressed after the third round of requests from a candidate:

“I don't know what to do with this guy! I think I am going to have to tell him we are no longer interested. He wanted a bigger salary, and I got it for him. Then he wanted a signing bonus, and I got him a stipend to help him during his training. Now he is asking whether I can limit his call because he will be at one of our satellite hospitals. I have gotten him everything he asked for, and he keeps coming back to us with things. I think this guy is going to be very high-maintenance!”

—Anonymous

- ii. **Responding to a Contract by E-mail with a Detailed List of Everything You Want Changed:** “Wait!” you may be thinking. “Isn't that what you just told me to do—make a list of what needs to be changed and address it all at once?” Not quite. Starting a discussion of the changes you would like to see in a contract is very different from sending an e-mail with proposed changes and

waiting for a response. A discussion is a two-way conversation, with the opportunity to *listen* to another person's responses and brainstorm solutions together when it seems that your interests conflict with your prospective employer's interests. In a two-way discussion, you can reassure your prospective employer that you want to align your interests—that you really want the position—and explain your concerns and why you are asking for whatever you are trying to negotiate in a way that shows you are being reasonable. If you just send a list of your requested changes, you cannot offer any explanation for your requests, and your requests may seem unreasonable to the recipient. Whenever there are challenging issues to resolve, they should be resolved by dialogue, not by e-mail, though you may certainly e-mail a document with suggested changes to review *together*. When you do send them, use a collaborative and friendly tone, and continue to express appreciation for the offer and a desire to work things out in a way that is good for everyone. Be careful to avoid any inflammatory language! Consider this in-house recruiter's reaction to a candidate's e-mail response to the contract she was offered, in which the candidate put and highlighted her attorney's notes, which called the restrictive covenant "ridiculous":

"Can you believe the email we just got from Dr. [X]? If she had just called me about this to discuss it, I would take it to legal and ask them to look at it, and see about getting it changed. But I don't like the tone of her email at all. I'm not going to bend."

—T. S., In-House Recruiter

◆ Working to Successfully Seal the Deal

- a. **Having Good Choices Is the Key to Negotiating:** Having good options is the key to having leverage to negotiate. The best position to be in is to have at least two positions you like relatively equally well, all things considered. That gives you the freedom to ask for the things you want in a nonconfrontational way and the ability to comfortably walk away if you decide that the group you thought you most wanted to join is unreasonably difficult to work with in negotiating your contract. It also allows you the luxury of going to a practice you would join but for a particular part of the offer and seeing whether you can work it out with the practice you like best. However, don't expect each position to compare as apples to apples. Each position is highly unique, in good ways and possibly in bad ways as well. A position may have a better financial guarantee because there is risk involved or because its location is less desirable than others. As one neurosurgery resident said,

I really like this private practice in Georgia, but the offer is so low compared to what I would make at the hospital. Plus, the hospital is offering a lot of loan forgiveness. But I really do like those guys. At the hospital, I can tell the thing they really care about is getting their trauma center covered. The group is totally different. Those guys are a really good group, they get along, and their elective practice is much busier than the hospital. The CEO of the hospital is awesome, though. Everybody I met there is great. I could go either way, really. Do you think it would be

possible for me to ask the guys in the group if there is any way to increase the offer to come closer to what the hospital is offering?

—Resident

This resident told the group that they were his first choice and asked whether there was anything they could do to increase the offer. He told them he wanted to be reasonable and was not trying to get anything the other guys didn't get but that he really wanted to join the practice. "Would it be possible to get some support from the hospital?" he asked. He had a friend who had an "income guarantee" that was actually a forgivable loan. "No," the group said. They didn't want to ask the hospital for help. But they decided to stretch his salary themselves because he had made it so clear that he really wanted to join the practice, and they really wanted him to as well. They offered him another \$50,000 per year, funded by the group. The resident joined the practice, where he is now a partner. His negotiation approach was humble and focused on problem-solving, and because he offered an alternative on his own, the group did not feel that he was demanding. He had the luxury of asking for what he wanted, in a humble way, because he had another offer he really liked.

- b. **Negotiate in Good Faith—the Letter of Intent:** When you have an offer that is, with respect to the major terms, acceptable to you and you are ready to make a commitment with a reasonable contract, you can ask for a letter of intent. This is a nonbinding agreement to negotiate a final contract. The purpose of a letter of intent is to provide a commitment from both parties. Even though it is not legally binding, the letter of intent is meant to take both the

job and the candidate off the market while you and the hiring practice work in earnest to finalize a contract. You should resume interviewing for other practices only if you come to an unresolvable impasse with the contract negotiation. The practice should not interview other candidates for your position or extend other offers for the same position once you have signed your letter of intent, either—they should extend an offer to someone else only if contract negotiations break down.

Work to Understand the Perspective of the Hiring Practice, and Think Creatively to Overcome Any Barriers to Accepting a Job You Really Want:

Consider any disagreement or problem that needs to be resolved as an opportunity for you to work out a creative solution with the hiring practice. **Avoid** any inflammatory language—such as saying that a contract term is unfair, unreasonable, or ridiculous—and instead, be curious! Ask why the provision is in the contract and what the reasoning behind it is. If you understand the reason for the provision, you may be able to propose a different solution, or you may simply find that the objectionable provision does not bother you as much as it did before.

◆ **Conclusion**

Enjoy your hunt for the right practice opportunity. You have worked long and hard for this moment, and it is your time to find a place where you can develop the career and the life you want!

◆ **References**

- ¹ "How to Evaluate a Neurosurgery Practice Opportunity," J. Rosman, 2010, http://www.rosmansearch.com/candidate_resources.
- ² "How to Make the Most of Your Interviews!" J. Haines and A. Winslow, 2009, http://www.rosmansearch.com/candidate_resources.