

**RADIOLOGY CAREER HANDBOOK**  
**ACR RESIDENT & FELLOW SECTION**  
**1ST EDITION**

## FOREWORD

We have all, since the dawn of our early educational years, been treading the long path of our aspirations. Some may have taken a hiatus here or there to test the waters of a world beyond the confines of education and training. However, for the most part, these interruptions have been brief forays and, whatever our reasons, we have returned to the fold. For many young graduates in our field, having to hit the pavement in search of a job and then negotiate a novel landscape of contracts and finances is like being air-dropped into foreign, perhaps even enemy, territory. We have kept a long and steady eye on the path before us, often making sacrifices both financial and personal along the way. We complete our training, and then what? The termination of our decade of medical training marks, as Winston Churchill might say, the end of the beginning—the unfolding of a new phase of our careers containing both great promise and a host of new challenges. As with the undertaking of any new venture, our success or failure will largely hinge upon our personal resolve and preparedness; it is the latter of these that this handbook hopes to address.

Many excellent resources exist to assist residents and fellows in learning the essential content necessary to practice radiology and achieve board certification. However there is little formally written to guide residents and fellows in the equally important topic of navigating a career path following training. This handbook is an attempt by the American College of Radiology Resident and Fellow Section to fill this void by providing the radiologist-in-training preparing to enter private or academic practice with basic information about the subject.

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*To have his path made clear for him is the aspiration of every human being in our beclouded and tempestuous existence.*

-JOSEPH CONRAD

## I. HOW TO FIND A JOB: THE BASICS

### Introduction

It is time to begin the job search. Finally, you reach the light at the end of the tunnel after residency and fellowship. Finding the right job is a challenging endeavor. We have all received postcards from recruiters showing beautiful scenery, a busy clinical and interventional practice, touting proximity to skiing and fishing, boasting a nearby city with vibrant arts and theatre. The advertised starting salary is impressive, call is infrequent, and partnership tracts are no longer than two years. As advertised, these seem to be the perfect jobs that we are looking for. However, it's not that easy. If the job is so ideal, why is the position still available? Why did the headhunter resort to unsolicited mass mailings to fill the position? What do we need to find out to answer these questions? The purpose of this section is to provide a framework to analyze a job and determine, the large paycheck aside, if it fits your expectations.

The decision process for residency and fellowship was weighted by location, limited interactions with residents, fellows, and attending physicians, and institution prestige. Other key factors included call schedule, integration of night float, daytime volume, nighttime

workload, vacation time, available leave for meetings and family matters, time for research, educational funding, and departmental policies for work-related travel reimbursement. Technology-specific factors included PACS integration and imaging equipment. The location of affiliated hospitals and outpatient imaging centers, parking costs, intercampus shuttle services, and subsidized housing options were also important considerations.

We each weighed many factors when considering residency and fellowship positions. Choosing a job is similar, with much more at stake. Clauses and contracts will be covered in detail in later chapters. Suffice it to say that if you choose poorly and opt out of the group, this may necessitate moving to find another job. Hence, choosing wisely at the outset is vitally important.

## **Where**

Before searching job listings or contacting a recruiting agency, it is important to determine where you want to live. Do you prefer an urban or rural environment? Do you want to live in a large city or a small town? If you prefer a large city, is it necessary to live downtown or is the surrounding metropolitan area acceptable? It is important to be honest with yourself about the necessity to be close to family or friends and limit the geographic area appropriately. Your happiness and the happiness of your family is closely related to your sanity and any choice of geographic location should be vetted before a final decision is made.

If you are unfamiliar with some of the cities or regions you are considering, research the cities and surrounding areas. Evaluate the weather, change of seasons, and sunrise-sunset schedules particularly in winter when days are short. It is important to base the decision of where on year-long observations rather than your experience on a single visit. A trip to Chicago in late September is quite different than in mid-February. Inquire about local music venues, symphony, opera, and theatre. Will you have to travel a significant distance to see a live music performance? Are public museums and galleries close by? What about restaurants and nightlife? Locate a restaurant guide and check out the on-line travel resources for the

city in order to get a limited assessment of the breadth of cuisine available as well as its quality. Similar publications and websites are available for nightlife, although the transient nature of many clubs limits the utility of such listings.

After choosing a city or metropolitan area, investigate the surrounding region. Is there a nearby local or international airport? A four-hour one-way commute to the airport can put a damper on short trips. Assess how the environment will suit your preferred recreational activities. A surfer in Denver will not be too excited about the three feet of fresh powder that fell in the mountains overnight. Look at real estate listings for the area to get an appraisal of the cost of living. Do you need a car to get around easily in the city or is the public transportation system efficient, safe, and cost-effective? During any visits, pay attention to costs associated with street, garage, and valet parking. Compare the projected cost of living with your debts, anticipated salary, and the lifestyle you plan to lead in the area. If your expenses and investments leave little left over for entertainment and recreation, you may not be able to take full advantage of your chosen city.

If you have a family, or plans to start one, it is important to look ahead and evaluate the areas' suitability to raise a family. Are the public schools highly rated or would you have to send children to a private school for a substantial portion of their education? Are most districts associated with a well-funded public school or should you limit property searches to a particular portion of the city or suburbs? What about day-care? If your spouse works full- or part-time, finding dependable day-care options can be challenging. Larger private or hospital-associated practices may have day-care options included as part of the benefits package. In cities where both partners frequently work, nannies and day-care options may be in short supply.

## **What**

Knowing in what location to look for a job is the first step in your journey. Determining what your ideal practice environment will be like is the next step.

Radiology is a diverse specialty. The plethora of practice options is similarly daunting, ranging from large publicly traded teleradiology providers to small-town radiology practices consisting of a few partners. Subspecialty trained radiologists need to feel comfortable with general radiology to practice in a small private group. Your general radiology partners may not want to read your share of mammograms, obstetric sonograms, and lung nodule follow-up studies so that you can read 100% musculoskeletal MRI. Rather, they will seek your expertise when they have questions.

Generally speaking, private practice groups will welcome subspecialty trained radiologists but expect general competence in all disciplines of radiology. Larger groups may enable predominantly subspecialty reading, but call necessarily requires general radiology competence. Limiting the studies you read will limit your options. However, do not put yourself into an uncomfortable position attempting to fit into a practice. Decide what you are comfortable reading outside of your fellowship training, if applicable, and find a practice that will either accommodate your preferences or limits the various types of studies to a range you are comfortable with.

Small groups seem to enable and encourage more active participation by the partners in business ventures and practice management. These ventures necessarily increase individual partner visibility in the local medical community. It is easier for a small group of radiologists to develop working relationships with referring physicians. Vacation and leave may be somewhat restricted as there are fewer partners to fill in and multiple partners cannot be absent simultaneously. Flexibility and consideration amongst partners is tantamount. Call responsibilities are quite variable, depending on practice contracts with hospitals and urgent care centers. Small practices may employ nighttime or evening teleradiology companies for call, with partners responsible for only gastrointestinal fluoroscopy or interventional cases.

Larger groups on average tend to hire a full-time business manager or contract with an outside company to provide this service. Consequently, and not suggested, partners can choose to take a less active



role in business management. Vacation and leave is more flexible. Larger group size enables multiple options for call. Some practices may employ generalists who split up nighttime shifts, while daytime partners stagger evening, daytime, and weekend calls. Other practices employ outside teleradiology groups or cycle call responsibilities across partners. Groups may have enough interventional-trained radiologists to permit them to divide interventional call separate from the diagnostic call pool. This topic will be further explored in a later chapter.

For those of you who enjoy teaching, some private practice groups do have fellowship programs. Although the private sector's focus is to provide a quality imaging service to their referring clinicians, practice environments with fellows are more conducive to partners with research interests. These types of practices are uncommon and have many similarities to an academic practice.

Academic practices have traditionally been quite different from private practice with an emphasis on teaching and research. Recently, however, there has been a paradigm shift with many academic practices placing higher priority on clinical productivity as imaging utilization has increased. We have a general sense of what to expect from the workload as an academician from our training. Call responsibilities are largely placed on residents and fellows with the expectation that in return, the department will mentor and teach. In general, academic practice follows two tracks: clinical and research. A "middle of the road" clinical track is also offered in some departments, encouraging modest participation in research. Clinical tracks are for radiologists primarily interested in reading studies, performing procedures, and teaching. Research tracks provide a supportive environment for research with protected time away from the reading room. Physicians on research tracks are encouraged to seek extramural funding for projects to support themselves outside the reading room. Additional time for research may be contingent on extramural funding awards. Both tracks encourage involvement in institutional CME programs and provide financial support to annual meetings.

Another unique practice style is embodied in the HMO model, typified by Kaiser Permanente in California. This enables radiologists to make a modest but competitive salary, albeit less than many private practice groups in exchange for fixed vacation, work hours, and a pension. This practice model emphasizes cost containment. All departments are salaried; consequently, turf battles are not commonly encountered by radiologists in HMO practice settings.

We all know that there is a salary gap between academics and private practice. There are also significant differences in salary even between private groups. In general, larger private groups and academics are more welcoming to part-time radiologists. Workload also differs significantly between academics and private practices. The focus on teaching and doubly reading studies in academics is necessarily less efficient than single physician reading in private practice. Salary is ultimately determined by the clinical volume, payer reimbursement, physician ownership of imaging equipment, and practice debt. You will have to decide if the anticipated workload is appropriate for the offered salary.

## How

Once you've decided geographically where you'd like to be and what type of job to look for, the job search can begin. Where do you start? Networking remains one of the best methods for finding good jobs. Talk to your program or fellowship director, especially if you are planning a career in academics or entering private practice in the region in which you trained. These individuals are well connected and may be aware of available positions before they are posted.

Many residency programs have alumni groups. Alumni gatherings are an excellent place to network. Regardless of the prestige associated with an unfamiliar institution, alumni are more likely to hire a graduate from their program. Local radiology societies are another excellent resource, particularly those with a resident and fellow section. Private groups will send partners to the society meeting to look for new hires. You never know who you will meet at society gatherings, always put your best foot forward.

The classified advertisements for professional organizations, such as the ACR and the American Medical Association are also excellent resources (Table 1). Classified listings can typically be accessed online, as well as in the print copies of the organizations' publications. Both private practice and academic listings are posted, usually organized by subspecialty.

ORGANIZATION	LINK
American College of Radiology	<a href="http://jobs.acr.org">http://jobs.acr.org</a>
American Roentgen Ray Society	<a href="http://www.arrs.org/careerCenter/">http://www.arrs.org/careerCenter/</a>
American Society of Neuroradiology	<a href="http://www.asnr.org/">http://www.asnr.org/</a>
Radiological Society of North America	<a href="http://careers.rsna.org">http://careers.rsna.org</a>
Society for Pediatric Radiology	<a href="http://spr.associationcareernetwork.com/">http://spr.associationcareernetwork.com/</a>
Society of Breast Imaging	<a href="http://www.sbi-online.org">http://www.sbi-online.org</a>
Society of Emergency Radiology	<a href="http://www.erad.org">http://www.erad.org</a>
Society of Gastrointestinal Radiologists	<a href="http://www.sgr.org">http://www.sgr.org</a>
Society of Interventional Radiology	<a href="http://directory.sirweb.org/jobs/">http://directory.sirweb.org/jobs/</a>
Society of Radiologists in Ultrasound	<a href="http://www.sru.org/">http://www.sru.org/</a>
Society of Skeletal Radiology	<a href="http://www.skeletalrad.org/">http://www.skeletalrad.org/</a>
Society of Thoracic Radiology	<a href="http://www.thoracicrad.org/">http://www.thoracicrad.org/</a>
Society of Uroradiology	<a href="http://www.uroradiology.org/">http://www.uroradiology.org/</a>

Web sites frequented by radiology trainees and radiologists are another resource (Table 2). These sites usually have radiology job postings, with a majority coming from private sector.

WEBSITE	LINK
Aunt Minnie	<a href="http://www.auntminnie.com">http://www.auntminnie.com</a>
Career MD	<a href="http://www.careermd.com/">http://www.careermd.com/</a>
Healthcare recruitment	<a href="http://www.healthcarerecruitment.com/radiology_jobs/">http://www.healthcarerecruitment.com/radiology_jobs/</a>
Monster.com	<a href="http://www.monster.com/">http://www.monster.com/</a>
Radworking	<a href="http://radworking.com">http://radworking.com</a>

Finally, professional recruiters (also known as head hunters) can be a resource for finding a job. Recruiters can be hired by a job-seeking radiologist. They can also be hired by a practice to find potential partners. This recruiter's role can be likened to an apartment finding service. Recruiters require pay for the services provided; however the searching group typically assumes responsibility for this cost. A recruiter may do more than simply find potential jobs; they may also help with negotiations.

### **When**

The time to start looking for a job is typically in the late summer to early fall the year before you plan on starting the position. For example, if you are planning on finishing a fellowship in June 2012, start sending out letters in May or June 2011. Most positions for July 2013 will be filled by November or December 2011. Of course, it is difficult for many practices to anticipate so far in advance that they will need to hire someone. Consequently, positions will open up as partners leave or practices acquire additions to their contracts. In general, remember that the early bird gets the worm.

## 2. INTERVIEWING

At this point, you've spent a fair amount of time thinking about what you want out of your future practice. You have hopefully thought through some of the parameters of the job, like location, practice size, and modalities you would like to cover. It is now time to make contact with individual practices and interview.

Although practices and their interview styles vary, they generally follow the same set of steps: initial contact, preliminary interview, definitive interview, and follow-up. If both the interviewee and practice like what they see, this may be followed by a job offer and contract negotiations. In this case, unlike residency interviews, the applicant and employer are on a more even footing. Keep in mind throughout the process that although you are trying to make a good impression, the practice should suit your needs and give you good reasons to join.

Before you initially make contact with a practice, and certainly before a face-to-face interview, it is helpful to find out a little about the different groups in an area and their composition. This research can be done a number of ways. One approach is to contact a local radiologist in the area of your choice. He or she may be willing to give you his or her perspective on the groups in the area. This may

be particularly difficult if you do not know the individual radiologist, in which case it may be easier to contact selected individuals from each of the groups in your region of interest. Personal contacts often times are the key to an interview; someone you know may have contacts in your geographic region of concentration and they may have friends who would be willing to speak with you. If you are familiar with clinical groups in the local area who refer patients to your radiology practice of interest, consider calling them to find out their impression of the radiology services available in their area. This approach can be used from the flipside in that while you're interviewing with a group it is reasonable to ask who their major referring physicians are and which specialty tends to send the most referrals. If you are mindful of how you approach this topic, it can be a further source of discussion in your interview. Having a sense for the group's interactions with their referrers will give you insight into some of the day-to-day operations and gives you an idea of whether or not your services are applicable to that particular practice.

### **Initial Contact**

Make a list of practices you think you could be happy joining and prioritize your list. This will make your search more manageable. The exact form of initial contact depends upon how you found the group. If you chose to work with a recruiter, they may set up a telephone call or e-mail contact in order to exchange information or simply forward your CV along. If you made contact through a personal intermediary, they should give you the practice's preference. If there is no intermediary, the style of contact is up to you. Practices that are hiring in your area will generally list e-mail addresses or telephone numbers. Make cold-calls to practices in your geographic area of interest is a well-accepted means of initiating contact. In the worst-case scenario, you will be told that the practice is not hiring, and you have lost nothing except a few moments of your time.

Regardless of the form of contact, your CV should be shined and polished. This document will be forwarded to the members of the group who decide on interviews and hiring. You should expect to hear from the group within a few days to week, and it can be helpful to ask your initial contact person for a time frame of when you'll

get a response. If you have not heard from the group within a reasonable time frame, you may follow up with them. This shows you are still interested and gives you the opportunity to offer the practice more information about you. Remember however, that despite the fact that a squeaky wheel often gets the grease, you do not want to appear impatient or pushy. Hiring a new recruit is costly and time intensive and it's possible that the group may just be working internally to dot their I's and cross their T's.

### **Preliminary Interview**

There are two key concepts that will start your journey through the interviewing process; dress professionally and smile. Furthermore, it is important to remember that this may be your only interaction with the members of the group, their support staff, and any technicians. Everyone you meet will have his or her opinion of you and it is imperative for you to make a good first impression as you may not have a second chance. That being said, an interested group will typically contact you through a physician who is directly involved in the hiring process. This may take the form of a telephone interview and it is your chance to get an initial sense of the culture of the group. Remember that the person who conducts this interview is usually one of the more charismatic members of the group who likely has a good sense of who will "fit" with the group.

Preliminary interviews are usually arranged by the group's human resources staff. Flexibility in your schedule will likely determine when you interview. However, if the first interview is to be over the telephone, you may be called at a moments notice and asked if you have time for a telephone interview right then and there. It is perfectly acceptable to defer the conversation if you don't have time. On the other hand, delaying too long may be perceived as evasive. You should try to schedule a conversation soon after the call. Strike while the iron is hot! This is your first opportunity to build rapport with a group and remember first impressions last!

When you schedule this conversation, expect it to require anywhere from 15 minutes to one hour of your time. The interviewer is trying to confirm that there are no obvious personality conflicts with the interviewee and to determine how you may fit into the

practice. The interviewer will want to see if you will fit their ideals, are similar to their culture, and are willing to contribute an equal share. The interviewer may direct the conversation. On the other hand, the interviewer may begin by asking you open ended questions about yourself. You should be prepared to discuss what you find meaningful with respect to work and lifestyle.

While it is fair to ask general questions about the amount of call and workflow model at this point, the first interview is not the best time to delve into details about the call schedule or coverage. It is also not the time to inquire about salary or vacation time. Although this is a generalization, the current perception is that young radiologists are primarily interested in monetary compensation and weeks of vacation rather than their contribution to the work environment and practice building. At this point in the interview process these types of questions are often not well received. If you and the group decide you are a good match, there will be time for a more detailed conversation. Early pertinent questions include how soon the group is planning on hiring and what area of sub-specialization they are seeking in a new hire.

If the preliminary interview goes well, you may be offered a second interview. Second interviews may be held at the time of the initial interview or shortly thereafter. Again, the human resources staff will handle the scheduling.

### **Definitive Interview**

At this point it is time to get down to brass tacks. If you are going out of town to interview, most practices will reimburse you for travel and lodging expenses, and plan your interview itinerary for you. You will likely plan your travel arrangements so be sure to include your method of travel in your communication with the human resources department. It is appropriate to express gratitude beforehand for the group's hospitality.

Your final interview will be a face-to-face interview and your prime opportunity to gain insight into the practice and its members. While it is important to keep an open mind, you should decide



through the course of the day whether the practice is placing all of their cards on the table. Most practices will not reveal every skeleton in the closet; however, you should be mindful of inconsistencies. Also realize that you will probably be meeting the more charismatic members of the practice, including some board members, and that those personalities may not be representative of all members of the group. It is fair to keep a mental note of where inconsistencies have come up and address them if you feel they would make a difference in whether or not you would be happy working in the practice environment. If one interviewer quotes you 25,000 studies per radiologist and another quotes you 15,000 then you have reason to question the difference. However, if you're focused on finding a reason not to join the group, that is pretty good evidence that it may not be a match made in heaven.

It is worthwhile to determine how personal interactions with the different partners will affect your day-to-day work environment. Some practices are built around the members working closely together. In some practices, partners will cover different locations and do not interact with each other as often. Regardless of the practice type you choose, you should always put your best foot forward. Building good relationships with the other members is critical and should be valued. Despite the length of your tenure at the group, your partners will not only be your references, they will also be members of your professional community for the remainder of your working life. It's best not to step on too many toes or burn too many bridges.

Take the opportunity to critically evaluate the facilities and technology used within each group. Most groups are PACS-based and may employ voice recognition software. You should feel comfortable sitting down at a terminal and working with the interface. You should be able to determine very rapidly whether opening studies and making comparisons is quick, and if scrolling and changing windows is efficient. If you have the opportunity, speak with the information technologist(s) on site. These individuals do not have a vested interest in your hiring, thus the level of respect and professionalism they exhibit may reflect how they will treat you if you decide to join the group.

As you visit the different locations you are likely to cover find out how many radiologists staff a given office. Being the new hire, you will have questions and it will be helpful to know how close your support system is, should you need it. There is a learning curve when joining any practice and at times you will need a more experienced member's point of view. This is especially true for your first job out of residency or fellowship. Some practices will formally assign you a mentor or have an orientation, which can be of great value when working out the nuts and bolts of the daily routine.

Finally, take the opportunity to meet as many members of the practice as feasible and observe them in their work environment. You should be able to get a sense of the general workflow at each location. You may want to take notes discretely throughout the course of the day. These notes will help organize your thoughts following the interview and hopefully will allow you to be systematic in your follow-up when the time comes.

### **Follow-up**

After your interview day is over, it is important to follow up with your potential group. Take the opportunity to ask any questions which were not addressed during the earlier phases of the process. Issues that concerned you, but were not entirely clarified, are appropriate subjects for this phase of the process. Try to pin down the details and get them in writing so that there is as little ambiguity as possible (See Chapter 3: Employment Contracts). Use your notes from the interview day to identify the gaps in your understanding of the group and bring these up with your contact. The follow up contact, either via phone or in-person, is a good time to readdress such details. A good example is your potential salary. This and any bonuses should have been discussed by this point and if need be, can be clarified.

Remember that the primary goal of the research and interview process is the exchange of as much information as possible. The group should have a solid feel for who you are and for your expectations. Likewise, you should have as much information as possible about the work environment, responsibilities, and day-to-day workflow,

as well as the business operations of the group. When the time comes for contract negotiations, you will likely already know the details of what the group is offering. This knowledge will help you identify problem areas and clarify what you need from the group.

It is important to understand that it is impossible to truly know whether or not you will be happy with a group prior to joining and spending a period of time with them. By carefully gathering information during the interview process, you can determine whether or not your goals and the group's mission are aligned. You are your best defense against ending up in a position where you are unlikely to flourish. The time you invest during the interview process will guide you in making a better decision about whether a particular group is really suitable for you.

### **3. EMPLOYMENT CONTRACTS: THE GOOD, THE BAD, AND THE MUST-KNOW INFORMATION**

The transition from residency or fellowship to your first “real” job can be a fun and exciting time in your life, one you’ve been looking forward to for years. However, it can also be a time of great uncertainty, frustration and fear. One of the biggest challenges you may face is the all-encompassing employment contract. A few pieces of paper have the potential to make or break your experience in your first few years of practice.

An employment contract is a legally binding document between you and your employer. Whether your group is composed of a single practicing physician or a large, professional service corporation, your contract outlines your income, how and where you will practice, your potential for future professional growth within the organization, and assigns serious legal risk. It is important to note that an employment contract is rich in not only what it says, but also in what it might leave out.

What happens once you’ve decided in which practice you think you’ll fit best? First, you will receive what is known as a letter of intent. A letter of intent is a “document outlining an agreement between two or more parties before the agreement is finalized.” It is

not considered legally binding but it establishes good faith between the two negotiating parties. It is a way to ensure that the issues verbally discussed will make their way into the final employment contract. It's a way for both parties to verify that they are on the same page. And, if you're still shopping, it's a way to compare different practices and offers without being obligated to draft a final legal contract.

Once a legal employment contract is drafted, it is generally a good idea to have someone well versed in contract negotiations help you navigate through the potential pitfalls. This often times means hiring an attorney well versed in contract negotiations. It is also helpful if the attorney is familiar with the field in which you work, as well as the legal climate and topography of where it is you will be practicing. A great contract attorney from California may not know anything about the legal climate in the northeast.

An employment contract can contain many different sections, however, in general, you want to make sure that they establish and clarify the following topics:

◆ **Terms of Agreement**

- ◆ How long a contract will be enforced before it needs to be renewed or expires; it's beginning and ending dates.
- ◆ "Evergreen" contracts automatically renew unless terminated by either party. If this is the case, negotiations for changes in the contract should begin at least 90 days before it expires.

◆ **Scope of Duties**

- ◆ Contracts should contain a complete job description, including clear delineation of what your duties are in regards to patient care, administrative duties and teaching
- ◆ What procedures you are or are not responsible for
- ◆ Working relationships should be defined, such as to whom you report
- ◆ Special services you may provide that others do not
- ◆ How patients and procedures are assigned
- ◆ Your say in hiring and firing support staff
- ◆ Is committee work or community work expected?

### ◆ Performance Standards and Evaluation

- ◇ How will your performance be evaluated and by whom? Is it objective or subjective? Are the objective goals realistic when accounting for your new employee status and lack of patient base?
- ◇ Is there a probationary period?
- ◇ Is there a regular and defined personal evaluation provided and what criteria will be included?
- ◇ Provisions that force dialogue and the development of constructive solutions is beneficial
- ◇ How soon after starting must you go from being board eligible to board certified?

### ◆ Practice Issues

- ◇ What is your level of physician autonomy?
- ◇ Office hours and how many hours per week you must work
- ◇ Call coverage: How is call divided and amongst whom? On average, how many call shifts will you have a week or per month? What are your responsibilities while on call? Does everyone take call and if so, is it equally divided?
- ◇ Office space and resources
  - ❖ At what site will you be practicing?
  - ❖ What clinical and office staff will be available to you?
  - ❖ Are there adequate billing services?
  - ❖ Are adequate supplies and equipment available? Who is responsible for their cost and upkeep?
- ◇ What's your role and level of say within the practice regarding its protocols and methods? Is the practice allowed to negotiate on your behalf and bind you to certain contracts?

### ◆ Compensation

- ◇ When comparing different job offers, consider the **entire** compensation package, not just the base salary
- ◇ Is salary listed as gross, or post tax deduction (income tax, social security, Medicare)?
- ◇ Are health benefits and retirement deducted from your salary?
- ◇ Are you an employee or an independent contractor?
- ◇ Are you responsible for practice expenses and if so, how are they allocated?

- ❖ Method of compensation
  - ❖ Guaranteed salary
  - ❖ Productivity and incentive based
- ❖ How is productivity defined? (patients seen, fees billed, hours worked, fees collected or profit for the entire practice)
  - ❖ Stepwise salary increases as time worked increases
  - ❖ Profit sharing
  - ❖ Are you receiving a salary or a “draw” in which you are responsible for paying back any salary received if you don’t generate enough profit to cover the salary you “drew” from the employer?
  - ❖ Multi-year contracts should stipulate the specifics of annual pay increases
- ❖ When will you be paid and in what increments?

#### ◆ Bonuses

- ❖ Signing bonus
  - ❖ How and when you will be paid?
  - ❖ Will it be pre- or post-tax
- ❖ Do you have to reimburse them if the contract is terminated early?
- ❖ Payment of student loans
- ❖ Dues and license fees

#### ◆ Benefits

- ❖ Vacation, sick leave, parental leave, maternity leave, CME
  - ❖ How many people can be on vacation at once? What is the protocol for taking vacation?
  - ❖ How are holidays distributed?
- ❖ Health insurance
  - ❖ Is your family included?
- ❖ Life insurance
- ❖ Disability insurance
  - ❖ Short and long term
  - ❖ Is it at “own occupation” levels?
  - ❖ At what percentage of prior compensation level is disability coverage offered?
  - ❖ Are payments pre-or post-tax?

- ❖ Retirement plan
- ❖ Paid expenses
- ❖ Professional fees, national organization membership fees, CME-course fees

◆ **Future Partnership**

- ❖ Specific timing, conditions and methods
- ❖ Do you have access to the practice books and accounting ledger?
- ❖ Is partnership guaranteed or based on potential future accomplishments?
- ❖ What does buy-in or shared ownership cost?
- ❖ Will you have to take out a loan to “buy in” to the practice, or will it come from future pay-roll deductions?
- ❖ If the practice is in debt to a third party would you be required to become a co-signer to the promissory note at the time of the buy-in?

◆ **Professional Liability Insurance Coverage**

- ❖ Extent of coverage and who is responsible for it
- ❖ Will there be tail coverage provided?
- ❖ Will they provide tail coverage for any moonlighting you may have done as a resident or fellow?
- ❖ Does the employer provide indemnification?
  - ❖ i.e., Will they cover you if the malpractice verdict or settlement is in excess of the malpractice insurance limits?

◆ **Outside Practice Opportunities**

- ❖ Are outside employment, moonlighting, teaching or medico-legal consulting prohibited?
- ❖ To whom does compensation from outside activities belong, the employer or employee?
- ❖ Who controls research or written work?

◆ **Restrictive Covenant (The Non-Compete Clause)**

- ❖ Time and geographic distribution to which these apply
- ❖ Scope of services it applies to



- ❖ What a court will and will not uphold differs from state to state and specialty to specialty so you should check with a local attorney where you will be practicing
- ❖ What damages are you liable for if the non-compete clause is violated?
- ❖ You want to limit these restrictions as much as possible

◆ **Termination**

- ❖ A section describing the conditions under which the contract can be terminated before the scheduled end date
- ❖ Death
- ❖ Disability
- ❖ “qualifying” period of 60-180 days
- ❖ Will you receive your salary during the “qualifying” period?
- ❖ *For Cause*
  - ❖ Section listing reasons why you may be terminated
  - ❖ Generally these are serious offenses, such as loss of your medical license or hospital privileges, illegal drug use, conviction of a felony, etc.
  - ❖ Be cautious if cause is defined in subjective language such as “inappropriate behavior” or “actions that are negative for the practice”
  - ❖ You want a clause stating that you are given a chance to rectify or cure the problem and the period of time you have to fix the situation
- ❖ *Without Cause (Termination With Notice)*
  - ❖ It should be stated that either party may end the employment at any time without specifying a reason by giving sufficient written notice
  - ❖ You want these to be the same for both you and the employer
- ❖ Termination clauses may also address the ownership of medical and financial records—which are generally retained by the practice
  - ❖ If records remain the property of the practice, do you have access to them in the future for medico-legal defense purposes or other necessary reasons?

- ❖ If the contract is terminated, do you still get compensated for outstanding collections and if so, for how long? Is there a wage guarantee if the employer terminates the contract?
- ❖ Do you get compensated for unused vacation days?
- ❖ Patient notification
  - ❖ How soon before leaving can you inform your patients that you are leaving? Are you allowed to offer them your new employment location?
  
- ◆ **Dispute Resolution**
  - ❖ The contract should state how major disputes between yourself and your employer will be resolved
    - ❖ Binding arbitration
    - ❖ In the case of a law suit, who is responsible for legal expenses?
  
- ◆ **Accessory Issues**
  - ❖ Assignability
  - ❖ What happens if your employer is bought out—especially if you work for a corporation or hospital?
  - ❖ Market Condition Clauses
    - ❖ Only benefit the employer
    - ❖ Included to address rapid changes in market conditions affecting all healthcare providers
    - ❖ Should not be included in any final contract you sign
  - ❖ If employee handbooks and manuals are referenced in the contract—and therefore a part of the contract—and can be changed by the employer at their will, then essentially, the employer can change the contract at will
  - ❖ Does the employer currently have any active or pending litigation against it?
  - ❖ Has the employer been sued for Medicare fraud, or are they currently under investigation?

Once you have a contract in front of you, then what? Well, just because it's on paper, doesn't mean it is set in stone. This is where the fun really begins. Receiving a contract is an invitation to bargain.

Don't be afraid to negotiate. Initial contracts are often worded in the best interest of the employer and should never be signed outright. You want to be aware of the situation, do they need you more or do you need them more? Also, what is the general climate in your area? What types of contracts are other people signing? Not everyone has to sign the same cookie cutter contract, even within the same group practice contracts may vary, however it is helpful to have a sense of what contracts look like in a similar geographic or practice environment. Before heading to the bargaining table, know which issues are most important to you and which issues you are willing to compromise on. You won't get everything you ask for, but you won't know how much you may get unless you ask.

The secret of contract negotiation is not in knowing what to ask for, but rather how and when to ask. This is a sensitive process and should be handled with care. Aggressive negotiations can remove the offer from the table and sour a working relationship before it even begins. However, not pursuing those issues which you deem most important could come back to haunt you in the future. Contract negotiations should create a win-win environment, and limit future conflicts and misunderstandings. (*See Chapter 4: Negotiation*)

An employment contract may be one of the most important legal and financial documents you ever sign. Having foresight, a small degree of knowledge, and the confidence to explore and negotiate your options can make or break your first few years after training. It's not a matter of knowing everything, but of just understanding the basic components that any standard employment contract contains. And remember; the final contract may be tailored to best fit your needs and desires.

◆ **Resources for Additional Information:**

- ◆ ACR Legal Department ([www.acr.org](http://www.acr.org))
- ◆ State Medical Societies
- ◆ National and Local Specialty Societies
- ◆ *Contracts: What You Need to Know* (published by the American Medical Association, [www.ama-assn.org](http://www.ama-assn.org))
- ◆ *Annotated Model Physician Employment Agreement* (published by the American Medical Association, [www.ama-assn.org](http://www.ama-assn.org))
- ◆ *2001 First Year Physician Starting Salary Survey*, National Association of Physician Recruiters ([www.napr.org](http://www.napr.org))
- ◆ Public Health Service, Rockville, Maryland ([www.usphs.gov/html/physician.html](http://www.usphs.gov/html/physician.html))
- ◆ Local law firms specializing in employment contract law; specifically in the field of healthcare

## 4. NEGOTIATION

### Who

You are your best negotiator. Discussing your contract is an opportunity ripe for relationship building with your future colleagues. It also allows you to gauge what it will be like to work with the practice partners in the future.

You should hire an attorney as counsel. Find someone local, either by asking around or through the ACR Legal Department's State Attorney Referral List. It is not a bad idea to ask for their hourly rate and retainer costs to get an idea of billing. You should probably include an accountant in your arsenal as well. You will likely have finance related questions that will become more evident upon contract review.

### What

At first glance the many points in a contract may seem overwhelming. However, once familiar with a few topics, you will become comfortable with dissecting a contract and will be able to focus on the big picture: negotiating for your optimal contract. Chapter 3 introduces a number of topics to investigate regarding your contract. Coupled with the lessons learned in Chapter 1 you should know what to focus your negotiations on, what's important to you, and whether or not it's worth taking a job that does not fit your needs.

## When

While there may be a verbal exchange of expectations and hopes at your first interview, negotiations are likely going to start during your definitive interview or at a follow up meeting. Shrewd negotiators gather information first, finding out as much as they can about the environment of the deal. It cannot be stressed enough that you must **read the contract**. Talk to your lawyer. Organize your priorities, identifying what you are and are not willing to do. You'll be negotiating the precise details of your employment, and they are essential to understanding what the practice expects of you. When the group has decided it likes you, it will make an offer to hire you based on a set of predetermined "benefits". It is at this point, and only at this point, that you should begin negotiations and either accept their proposal in totality, determine what you are willing to leave on the table and argue for concessions, or walk away.

## How

Negotiating is an art. Some people are better than others. In fact, there are professional negotiators. Talk to someone experienced in this art and get their input. Time is of the essence, but many books have been written on the art of negotiation. Without a second thought you should talk to the former members of your residency program and fellows that have trained at your program. Fortunately, there are a number of resources available. For an in-depth read, visit your local bookstore, typically the business, management, or leadership section including the topic of negotiating. *The Journal of the American College of Radiology* publishes related articles from time to time. One such article was written by Drs. Leonard Berlin and Frank Lexa (*Negotiation Techniques for Health Care Professionals*. JACR, 2007: vol. 4, no. 7, p. 487–491).

It cannot be stressed enough how important it is to prepare before you negotiate. You will want to find out as much as you can about your prospective practice and the radiology environment in the surrounding community. At this point in your quest for the perfect job, it is not out of place for you to request financial information from your prospective practice. So-called "open book" practices are becoming more common these days and it shows the practice that

you are both serious and savvy. Likewise, transparency is a quality to be valued in any practice. It demonstrates the practice has nothing to hide and is earnest about bringing you on board. It is here where your lawyer and accountant come into play. Although they will not be with you during negotiations, it is their role to walk you through the contract extracting meaning from the underlying contract-speak. This will help flush out exactly what changes, if any, you desire in the contract and how best to achieve your goals. You'll want to review your financial status in depth and apply the lessons learned from Chapter 1. This will likely kick start developing your points of negotiation.

As you develop your negotiation strategy, as outlined in the article by Drs. Berlin and Lexa, you should define your interests and your positions. Your interests are your ultimate aims; those goals you want secured on paper. Positions are more fluid. They are postures taken to help you realize your interests. You'll want to avoid getting wrapped up in any particular position, they're not what you're after in the first place. If you are able to rapidly and flexibly adapt your positions, your interests will be easier to achieve. Try to keep your interests and positions separate in your mind.

Try to see the art of negotiation as an interpersonal game. Some people will be easier for you to work with than others. Be aware of your emotions, particularly if someone is "getting under your skin." Set these reactions aside and keep yourself focused on the business at hand. Also, be mindful of being too emotionally invested in a particular position. The interests you developed with a clear head outside of the negotiation room are all you really care about. You should let everything else that comes up go, even if you're getting wound up. At this point you need to focus on attaining your interests in writing.

The first offer counts, regardless of who issues it. In negotiation parlance this is called "anchoring." This is important because the final deal usually ends up somewhere in the neighborhood of the first offer. That being said, the negotiation world of employment contracts is a little different. Radiology practices hold most of the cards in these situations and unless you're a super subspecialist that

has a PhD in a given field and have written books about it, your contract negotiation will be limited. That being said, it is reasonable to take up to 2–3 weeks following the receipt of an offer to explore the contract and respond. It is imperative that you decide one way or another and tell the group. Leaving the group without a formal response is bad business and will likely come back to bite you in the end.

Remember, you will not get everything you want. Keep things positive, cooperative, and work towards creating a win-win situation. Most people work most glitches out. The goal is to get some of what you want and have the rest be acceptable.

### **Where**

The type of practice you are joining will make a huge difference in your negotiations. Big practices in desirable settings have lots of power and consequently lots of leverage (i.e. a big university practice in a desirable city may hand you their standard contract to sign without much of an opportunity to negotiate). The converse is also true. A small practice in a less desirable setting is intrinsically less powerful and may be amenable to negotiating at some length. The more you can offer a practice, particularly if it matches an area of need, the more leverage you will have. Each situation is unique so gauge your practice setting accordingly.



## 5. CALL

As radiology practices evolve toward more business-oriented models, as clinical volume increases, and as the demand for sub-specialization rises, it is essential that radiology practices become more malleable with their call structure. The advent of teleradiology, local and nationwide, has forever changed the way call is covered by a group. Listed below are various models of call encountered in practices based on recent interviews with job seekers.

### No Call

Yes, there are groups you can join that will not require you to participate in a call pool. These are primarily outpatient imaging center-based practices that do not operate beyond standard working hours. The interviewee must carefully examine whether “standard working hours” include weekend days.

### Teleradiology Night Coverage Model

Many traditional small to medium-sized radiology practices once relied on preliminary plain film interpretations given by attending emergency medicine physicians performed in the emergency department overnight. These studies were then formally read-out the following morning by a radiologist. However, with the complexity,

availability, and speed of multi-detector CT, this model has become impractical. Patient safety and quality initiatives have driven the standard of care to largely supplant this method of coverage, leaving this older model of night coverage with few retainers. Teleradiology groups grew out of necessity, because radiologists were either unwilling to take night call for their group or they were unable to adequately staff their local emergency department. As the volume and complexity of overnight imaging continued to grow, teleradiology groups filled a niche of radiology practice that was in need of radiologist expertise.

There are three common call structures for practices with a limited night coverage team.

- ✧ The radiology group itself can cover the CT, MR, and US by teleradiology (local) in their home or satellite office providing interpretations
- ✧ The radiology group can subcontract for night coverage of cross-sectional imaging with a commercial teleradiology (nationwide) group to provide preliminary interpretations, and
- ✧ The group may choose to hire moonlighting radiologists or a locum tenen radiologist for home-based or satellite office based interpretations. With respect to the nationwide teleradiology coverage firms, the morning shift radiologist from the contracting group performs final interpretations.

It is important to keep in mind that even with teleradiology, radiologists typically work a late evening shift and a few weekend days as part of their call pool. The downside of contracted teleradiology coverage is that the contracting group must pay a hefty price for their hours of sleep instead of keeping the income within the practice. Teleradiology coverage groups have varied billing schedules and can charge by the month, by the shift, or by the study.

### **Teleradiology Groups**

A typical teleradiologist's schedule is one week on and then one week off. Radiologists in these groups are usually compensated at or above the typical annual salary of a practicing domestic radiologist. Keep in mind that you only work "call" shifts on the U.S. timetable. Teleradiology groups have made the lifestyle of a nighthawk more

desirable by putting work sites in unique and exotic locations. Some examples are Australia, Switzerland, and Hawaii. Further, due to the diurnal nature of these locations, you are able to read during the “day” for standard domestic (U.S.) night call. (i.e., if in Hawaii, you are 6 hours behind the Eastern Time zone in the United States).

### **Residents Taking Call**

One of the understated benefits of being an academic radiologist has traditionally been a lack of in-house call for attending physicians because residents cover all in house call. We are all too familiar with this model. Attending physicians are usually available by phone for emergency consults with image access from their home network. Preliminary interpretations are given by the resident and cases are read out with a daytime attending the following morning and dictated by the resident. Depending on the degree of subspecialization in the academic practice, call may be distributed by modality, interventional nature, weekend, or weeknight pool.

Quality initiatives and patient safety issues in radiology have prompted some academic centers to staff an attending radiologist in house overnight to provide final interpretations. The schedule for these attending radiologists is usually one week of nights followed by one week of academic time. The perk to this schedule is the week of vacation that follows. Due to the increased demand for attending coverage and the increased work hours, sometimes resulting in an increased modifier to the attendings’ FTE schedule these shifts may be monetarily compensated in a differential fashion in comparison to other call pools. However, there are no rubrics to delineate. Call practices and compensation platforms are as varied as geographic locale.

### **In-House Coverage Model with Rotating Call**

This model is often encountered in private practice groups that cover level 1 and 2 trauma hospitals. Such hospitals usually require in-house coverage. Every radiologist in the group may share the call, or there may be a sub-select pool that shares the call. Call may be assigned by day, by night, or by week. Also, there are a few groups where you work during the day, have call at night, and work the next day. This is much less common and typifies some small rural groups.

If all members of the group participate in the call pool, there may be an opportunity to sell call shifts to other members of the practice. In this case, individuals sell their call to other members of the group who want to increase their take home pay. This paradigm is not upheld by all groups and in certain cases radiologists who choose to opt out of call may be required to pay a penalty (e.g. \$1000/night or a day of vacation per day of call given up).

Many larger groups are hiring radiologists who only work the traditional call shifts. These individuals usually work one week of nights at a time. They may have one or two weeks off after their week of nights (i.e., you only work  $\frac{1}{2}$  or  $\frac{1}{3}$  of the year). Even with the extra time off, switching your clock back and forth may not be the most desirable challenge to your circadian rhythm. Large groups are now adding evening shifts (2pm–11pm or 5pm–2am) as another call pool group.

There may be a differential in monetary compensation awarded to those taking call shifts. For instance, a radiologist who works a day shift from 8am to 5pm is given a work unit of 1.0 (One full time equivalent or FTE) for that day. Weekday nights, weekend days, and weekend nights might be awarded work units of 1.3, 1.2, and 1.5 FTE's, respectively. Radiologists in such groups are awarded yearly salaries based on the number of total FTE's generated. Again, call practices and compensation platforms are as varied as geographic locale.

### **Subspecialty Call**

Interventional radiology (IR) call for both academic and private practices is generally a separate call pool. In larger groups, IR specialists may only be required to take IR call. If you are in a smaller group, you may be expected to perform minor procedures (such as abscess drainage, PICC lines, lung/soft tissue biopsies, cholecystostomy tubes, lumbar puncture, intussusception reductions, etc.) while on call. Neurointerventional radiology (NIR) may be part of the general IR call pool or participate in a separate NIR call pool. In larger, private practice groups and academic groups, subspecialist call pools are evolving. For the latter, residents and fellows may

act as the primary call staff, but there is usually at least a back-up attending on call. Of note, the national shortage of mammographers has led to many perks for qualified individuals. One such benefit is that mammographers oftentimes are not required to participate in a call pool.

### **Call Equity**

Some groups still subscribe to the tiered call system. In tiered systems, young partners, junior associates, and non-partners may have a higher call burden. Since non-partners generally make less money than do partners, groups may pay non-partners the same rate as partners on their call days. Placing the majority of call burden on the younger radiologists without extra compensation is going the way of pneumoencephalography due to the shortage of radiologists. The finding of a tiered call system may be a red flag for other inequalities and should prompt further investigation.

### **Words of Advice**

The most important thing to know before you sign any contract is what will be expected of you. Make sure you know how much call you have to take and know what will be expected of you while you're on call. If possible, try to see that your responsibilities are well defined in your contract. Inquire about the equity of call in a group. If it is important to you, you can ask if you will be able to make more money by picking up a call shift here or there. Additionally, determine if you can give your call away if you don't want it and what disincentives are involved in abandoning your share of the call.

The call pool you participate in is integral to your function within a practice. It may be an important factor in choosing a job. If you have little desire to work nights, a group with no call, teleradiology coverage, or home call may be right for you. If you enjoy the acute care setting, working for a group that covers an in house hospital emergency department or a teleradiology night service may be ideal. If you desire multiple opportunities for increasing your potential income, you may decide on a group that offers differential reimbursement for night and weekend shifts or one that allows other members to sell you their call.

Most importantly remember that in time the economic pressures of increased volume and decreasing reimbursement coupled with external market forces will effect change on the landscape of your chosen radiology group. This will require a flexible mindset in terms of the responsibility you take for your practice. In the end, your call pool is likely to change over time as the needs of the group evolve. Understanding the parameters in which the group functions at the outset may determine if you can live with the decisions made down the road.

## 6. THE PATH TO PARTNERSHIP

For those choosing to enter the private practice realm, as most of us will, the promise of partnership calls to us. However, like the Sirens' song that threatened to enchant Odysseus to an untoward end, golden promises of partnership are best evaluated with restraint. After years of toiling with substandard pay and sometimes unhealthy work hours, we may be easily lulled by partnership arrangements that seem too good to be true. Before rushing headlong into any partnership arrangement, keep at the front of your mind the phrase *caveat emptor*, buyer beware. The radiology job market, which has been significantly outpacing the supply of new recruits since the mid 1990's, is due for a downturn on the heels of the Deficit Reduction Act (DRA) and other scheduled cutbacks. Unfortunately, for those of us soon to enter into the job market, this makes finding a sound partnership deal an even greater challenge. In a competitive job market filled with hungry new graduates, potential employers gain the upper hand. As partners make the requisite cuts to maintain their salaries, it is the unsuspecting recruit who bears the greatest risk of getting hurt.

Understanding some of the basic principles of partnership is imperative to making an informed job choice. A business partnership can be defined, on its most basic level, as a joint venture between

two or more persons, in which the skill and capital of each individual is pooled for purposes of accomplishing a common objective. According to the *Investment and Finance Dictionary*, “this form of business organization is the most intimate and, as such, it can obligate parties financially and legally beyond their original intentions.” As with any ‘intimate’ relationship, we may well reap great rewards from gaining partnership, but also stand a chance of ending up bereft and disappointed following a nasty breakup. The objective, then, is to perform some due diligence before ending up ensnared in a messy bout of intimacy; you shouldn’t rush headlong into a partnership arrangement. One central piece of data is the business model or corporate structure of a group.

In a true partnership model, the individual physicians comprising the practice assimilate their skills, time and money and in return, collectively share in the group’s profits and suffer the group’s losses. The true partnership is not in itself a taxable entity. In fact, under this model, you are not an employee of the practice at all, but rather a sole proprietor. The partnership registers its income and expenses with the IRS and passes the information along to each member of the partnership, each of whom is then liable for their share of the taxable income. This arrangement may have some advantages, in that it eliminates the dividend tax imposed upon owners of a corporation. However, a participant in such a partnership is afforded no protection from liability and may pay dearly for the misadventures of a fellow partner, warranted or not.

Another model is the limited liability partnership (LLP), which is recognized under United States commercial law, but only implemented in a handful of states. Under this arrangement, partners maintain a certain amount of protection under the law against being held liable for the debts of their colleagues. The actually liability taken on by each partner will vary on a state-by-state basis and, with the exception of those with a strong stomach for legal jargon, should be evaluated in the presence of an experienced attorney. Many states have adopted standard language defining the liability of the participants in an LLP under the Revised Uniform Partnership Act (RUPA–1997) which is accessible online.



A similar model is that of the limited liability company (LLC) which also provides protections to the partners under the law. It provides some of the benefits of both corporate and partnership arrangements, holding partners liable for negligence committed only by themselves or someone under their direct supervision. Partners are generally owners or shareholders in the LLC, however if the group should be sued or otherwise in debt, individual partners can only be held responsible for costs up to their personal investment in the LLC. Similar to LLP's, the LLC is not taxed as its own entity, but rather the income tax is passed through to the individual partners, which alleviates the burden of certain corporate taxes. A board of trustees generally provides the management for an LLC. The board may be elected by the members of the group or may be appointed with voting rights proportionate to their degree of investment in the group.

A fourth model is that of the true corporate practice. Under this model, the partners operate as shareholders in a corporation. Ownership of the practice, and thus profit sharing, is accomplished via the buying and selling of shares. Partners will often maintain an agreement restricting the sales of their individual shares to maintain control over who owns the practice. Advantages of the true corporate model include increased protections under the law from personal liability. The corporation is structured as an independent financial entity and, if properly constructed, it is only the assets of the corporation that are up for grabs should creditors or lawyers come seeking payment. The corporate model also allows for easier transfer of ownership, since this may be established by the sale of shares. There may be some tax disadvantages for a corporate practice, however, and stodgier requirements for corporate governance and organization, the particulars of which are well beyond the scope of this chapter.

Aside from understanding something of the organizational DNA of a prospective practice, there are more obvious and direct questions regarding partnership which you should insist on having answered before signing the dotted line:

- ❖ *What is the time to partnership?*

Beware of vague wording in a contract to the effect of “partnership decisions will be made at a date to be determined.” If your interest is to become an integral member of the practice, and not an employee subject to the whims of the leadership, you deserve to know exactly when partnership decisions will be made. In down-turning job markets, practices may lure candidates with promises of riches and fast partnership tracks only to yank the rug out at the last moment. Insist on exacting language in the contract regarding the timeline for partnership decisions.
- ❖ *How is the partnership structured?*

In addition to knowing the practice business model, you should know what partnership really means at a given practice. Is the partnership tiered, as is often the case, with general partners at the helm and limited partners along for the ride? If so, what are the roles and benefits accorded to each tier of the partnership and what are the mechanisms for mobility between tiers? What voting rights do partners have and, if there is a managing board for the practice, how is this board decided upon? What is the buy-in scheme for becoming partner, and how are those funds distributed?
- ❖ *How is the compensation for a partner decided and what is the overall financial health of the practice?*

Compensation figures tell only part of the story. Be aware that as partner, your compensation may vary widely from year to year. As part owner, your income becomes linked to the overall financial health of the practice and capital outlays. That beautiful, new 3T MRI the group just installed may produce exquisite images, but if the business doesn't justify the cost, you may find yourself footing the bill as partner. Similarly, as partner you are deeply invested in the practice. When times are good, you will reap the benefits. When times take a turn for the worst, your wallet and lifestyle will too. Knowing the details of the

financial health of the practice is imperative before deciding that you want to pursue partnership there. You want to maximize your chances of finding success at the end of the rainbow and not something else.

Finally, there's nothing wrong with doing a bit of soul-searching and discovering that you're not interested in taking on the responsibilities, financial and emotional, of becoming a partner. Not everyone can justify the costs in light of uncertain benefits. As of this writing, one can still make a fine living working as a salaried employee rather than partner. While remaining an employee will likely lead to pay cuts over the long term, the flexibility and lifestyle benefits are compelling enough to make many decide against jumping on the path to partnership.

## 7. DEPTH SOUNDING: THE SEARCH FOR TRUTH

The residency paradigm has changed considerably over the past 25 years. Interns and residents no longer live in hospitals, although it may feel that way sometimes. We no longer cover services like interventional radiology, emergency radiology, and typical night-float positions without attending coverage. Films are no longer read without the eyes of an attending radiologist. We can defer to night-hawk groups overnight and senior residents when they are in house. It's almost become a safety net of radiology inexperience. The last frontiers of radiology that permit true solitary decision-making are the uncovered night float shift and real world moonlighting. Otherwise, the lack of autonomy has brought new issues to light that were previously not on our radar. Issues such as lack of confidence, sluggish speed, and an increased propensity to hedge have cropped up. These issues are crippling to the new graduate. He/she will perseverate, read at a reduced rate, and cost the group (academic or private practice) money. New graduates find themselves working harder than they were ever expected to work while in residency and now with more responsibility. They tend to interrupt their co-workers with curbside consults that disrupt workflow. Residency programs (as mandated by the RRC and ACGME) enforce rules that sacrifice autonomy for the sake of learning. This style of teaching does not necessarily parallel the responsibility and flexibility

required in a real world job. However, it does accomplish the end goal of teaching the resident, a goal that cannot be sacrificed.

That being said, a great deal of emphasis has been placed on learning over the past 30 or more years of your life. Once in your first real job, things will change. Residency and fellowship for the most part are learning-oriented and give you a chance to breathe and adjust to the day-to-day workload. However, that veil is lifted instantaneously when you graduate. You may be expected to work 12 hours straight without breaks and without didactic time. You are expected to be fast, accurate, and most of all independent. In a private practice the world is a great deal different from the academic sector. Academic institutions train individuals to be great radiologists, not fast paced widget wizards. After all, radiology is piecemeal and the more widgets you make the more cheddar you take. So in deciding to take your first job, be certain of the terms of employment. Become intimately familiar with the mission statement of the group. Private practice groups typically emphasize diligent, if not obsessed, work ethic and long hours spent at the viewbox in order to bring in more money. Alternatively, most academic groups will sacrifice income for the opportunity to teach, perform research, and enjoy a more flexible schedule.

Private practice employers are looking for someone that is flexible and willing to work long hours. They need someone that will likely create new business for the practice and increase the take home for all of the partners. Try to think about things from the partners' perspective; if you bring in less than they do you are making *them* work for you. Remember, you're the new hire and no one is that good straight out of training. If you bring in the same amount they do, they're not significantly benefiting from your employment, outside of a little less call and a few less films; all while they're assuming millions in liability and paying your tab for all kinds of insurance, disability, and retirement funds. For either one of these scenarios, would you as the business owner remain 100% confident that you couldn't just make do with a little more call and a few more films to read?

Academic environments allow you to carve out a niche and grow a specific sector of radiology. Odds are that you are unlikely to cover multiple rotations or modalities, thereby allowing you to create a

more specialized practice. You can focus on your fellowship training and dig in to make a career out of teaching and research.

Enter you, fresh out of training with no real world experience, maybe some moonlighting under your belt, and ready to make serious money. Wait! Before you sign on the dotted line, it is important to read what follows.

In its early drafts, the title of this section was the *Tricks and Traps of Interviewing and How to Avoid Them*. A bit cynical? Perhaps 30 years is a little too long to be underpaid. After reviewing articles on interviewing, getting the scoop on the job market and actually going through the interview process, it became evident that one, it's rather costly for a graduating fellow to interview and for a radiology practice to conduct interviews; two, the goal of a successful practice is to hire someone that will fit their program; and, three, if someone is going to lie to your face in an interview, then this handbook isn't going to be beneficial anyhow (*For the remainder of the chapter and the previous chapters, let's just assume that the interviewing practice is being honest.*).

In light of these findings, the chapter was renamed *Depth Sounding: The Search for Truth*. Depth sounding is a process used by all varieties of boats to accurately define the depth of water underneath the boat. In essence, the equipment is asking the same questions over and over again to obtain information needed for the boat to proceed **safely**.

The hope is that after reading this handbook you will interview by The Sonar Principle. The way that Sonar works draws a parallel to how you should conduct your interviews. A simple two-step process allows you to interrogate the landscape and determine if the underlying architecture of the group matches your overall plan.

- ✧ Step One—Ultrasound is focused at the bottom of the body of water, where things live that may eat you and you can't see with your eyes alone.
  - a. *You ask questions, repeatedly, to many members of many groups.*

- ❖ Step Two—The echo is then interpreted to give precision information regarding what lies beneath and how far away it is.
  - b. *You evaluate the level of inter-interviewer reliability and integrate said information into a metric that allows you to compute the safest and surest way to proceed.*

To recap: the first interview is a general “get to know you” meeting where you can see the lay of the land and experience the façade. Likened to a date, you don’t discuss the nitty gritty details of anything. You’re out to get coffee and see if you like the group enough to go out to dinner. The flipside is that at the same time, they are also evaluating you. The preceding chapters tell you how to dress and how to act. If all goes well, the hiring practice will ask you back for a second interview—this is the time to work out the nuts and bolts. If you make the first cut you should then begin your exploration. Focus on your target, ask depth-sounding questions, and extract the information that you need to make an *informed decision*. Many interviewees get lost in the neon lights and big shiny numbers. When you truly analyze what is being offered, it’s often not really all that glamorous. Thus, statements like “They pulled the wool over my eyes!”, “I’ve been hoodwinked!”, and “I wasn’t told that I’d have to work through lunch!” are all too common and completely unnecessary. When you have done the appropriate depth sounding, if things don’t work out you can only place blame on the one person that you’re making the decision for in the first place, yourself.

**In General:**

Do not get caught up in the short term facts. The details that shape your perspective should target the 30-year field of view.

Interview with at least 2–3 people in the group, not just the chairperson, and ask them all the same questions. Try to ensure that you interview with your division or subspecialty, if applicable.

The remainder of this chapter focuses on four essential topics since a great deal has been covered in the preceding chapters. Some material will be repeated because of its great importance to the inter-

viewing process. Each topic is labeled separately and based on a *Sonar Principle Question*. Remember, we're gathering data here. The questions are open-ended and are carefully constructed to create a hospitable discussion forum from which details about the group/practice/hospital can be derived. *Vital Statistics* are listed following the question and are the underpinnings of what the applicant needs to understand in order to proceed. The final aspect of each topic is a *Red Flag*; these have been included as guides that should raise the hairs on the back of your neck and cause you to investigate further. Remember, this list is not all-inclusive but it should provide a broad brushstroke canvas to create an accurate landscape of the groups overall architecture.

### **Academic versus Private Practice**

As noted in an earlier chapter, the vast majority of us will choose the latter of these two.

*Sonar Principle Question:*

1. What do I want out of life?

*Vital Statistics:*

Know thy self.

*Red Flag:*

Being dishonest with yourself at this stage will corrupt the remainder of this process. Do the required soul searching, speak with everyone who will give you their opinion, make sure that your decision is in line with what your spouse/partner is comfortable with, and only then proceed.

### **Partnership:**

The partnership structure of a group will affect the way you work and live for the duration of your involvement with that group.

*Sonar Principle Question:*

2. What is the partnership architecture and are all partners equal on all terms?



*Vital Statistics:*

What is the length of time to partnership? Who decides that you become a partner—unanimous, majority, chairperson? How long do they wait to tell you whether or not you will become a partner? Is there equality among the partners—i.e. vacation, call, salary, benefits, ownership of tangible assets, exams per partner, per year? Are the books open or closed? Who decides whether or not you can lose partnership privileges? Who has the authority to discipline the partners? And, what is the governance structure of the group and how are officers elected?

*Red Flag:*

Instant partnerships are too good to be true and are an indicator that a group may be desperate. Use your information gathering techniques to identify why it is so difficult to find someone to fill the position that the group would feel comfortable making someone they do not know an intimate business associate. You do not have the time to appropriately evaluate the group and make an informed decision on whether or not you like the group based on an initial interview. You may be walking into millions of dollars in bad debt. Be very careful if the track is too short or the group is urging you to sign within a very short period of time.

**Hospital Involvement/Group Dynamics:**

Business alliances can be created between radiology groups, between hospitals, between a hospital and a radiology group, and between an individual and a radiology group or hospital. The infrastructure of a group and its relation to a hospital can affect the security of your job.

*Sonar Principle Questions:*

1. Is the group affiliated with a hospital, and if so is there a contractual relationship?
2. Are members of your group actively involved in the administration within the hospital and if so, which offices are currently held?
3. Who does your billing?
4. Do you have a business manager?

5. Are there proposed large changes in the group / hospital?
6. What are the current challenges that your group is facing and what challenges do you anticipate in the future?

*Vital Statistics:*

Who owns the equipment? Who bills for your services? Is there an ongoing contract? Are contracts negotiable? Who chooses the group chairperson? How long has that group been providing care for the hospital? How is the hospital/group doing financially? Is the hospital affiliated with a larger owned corporation? If so, is that corporation financially solvent? Who reads the CT, MRI, US, etc., and is there exclusivity for those modalities? Are key roles within the hospital or conglomerate administration held by members of the radiology group? Is there a non-compete clause? How many groups practice in the local area? How large are these groups? What is the relationship between your group and others in the area?

*Red Flags:*

The group doesn't know who is doing their billing. This should make you run in the other direction unless you're going to take on the task of billing. Keep in mind, one, you can lose thousands upon thousands of dollars with incorrect coding; two, no one cares about your money as much as you do; and three, you can not invest enough in the assertion that you are adequately being paid for what you do, no one wants to work for free.

The group doesn't have a business manager that can take care of the offices standard administrative tasks, i.e. a pipe is leaking at 4:00 in the morning and you don't want the plumber calling you.

The group members don't know the hospital administration. No one is involved with the administrative committees and commissions. It is pretty hard to get rid of a group of people if they have a vested interest in each and every facet of their partnered institution. If the group is not involved in the hospital administration and cardiology/vascular surgery/neurology is, you may just find yourself reading barium, plain films, and mammograms.

**Finances:**

The previous topics were purposely covered before any mention of salary, vacation, fringe benefits, and other issues that relate to overall income. The reason is simple—when making a decision to join a group you need to have information far more sensitive than baseline salary before embarking on a decision to take the job. It is possible that big shiny numbers in neon and rhinestones may cloud your depth sounding and information gathering process. It's akin to the "Eureka! Principle" in radiology, don't move until you see it...don't move until you see it...once you see it, oftentimes you stop looking.

*Sonar Principle Questions:*

1. What is the base salary (junior associate and partner) and what does it include?
2. How many weeks of vacation are allotted for junior associates and partners (Remember parity!)? What is the structure of a typical workweek? Are days off inked in to the schedule in addition to vacation weeks?

*Example:*

- a. 4-day work week, 8 weeks vacation = 84 days off per year
- b. 5-day work week, 16 weeks vacation = 80 days off per year

*Vital Statistics:*

Salary—Remember that overall salary is not necessarily what you think. If a group does not pay for your malpractice, disability, health, dental, and/or optical insurance, pension, CME, long-term care, or professional development you may find yourself making far less than you think in post-tax dollars. Vacation—Is there parity? Consider the total number of weeks versus weekdays, sick days, and whether you can use vacation time to moonlight. Pension—If no one is putting money aside for you when you're 32 it's unlikely that you will. Then, when you reach the age of 65, you'll have spent the lot and have nothing to rest and relax on.

*Red Flag:*

Desperate groups often offer very high starting salaries as do groups that do not pay for any fringe benefits. Be wary when you see numbers in the high six-figures. Use of recruiters should perk up your ears and increase your sensitivity for information gathering.

**Afterword**

So, here we are at the end of the Career Handbook and the start of your journey for truth. You should begin with informed decisions and a positive outlook. The job market is changing and your options are growing. With the oncoming retirement of the baby-boomers and Medicare reform, be reminded that monetary compensation is only a very small part of what you do and how you do it on a day-to-day basis. Use the first *Sonar Principle Question*—“*what do I want out of life*” to determine your ultimate goals and go after them with a ferocious vengeance! Use the knowledge you have gained from years of living with yourself to chart an enjoyable course. Remember that no two practices are alike and you can be happy in a number of different practice environments. Keep in the forefront of your mind that our “visibility” as experts in medical imaging, diagnosis, and treatment rests on your shoulders. Your patients should see you not only as their advocate, but more importantly as their doctor. Take some time each day to introduce yourself to the patients that grace your practice with their lives. Try to envision the minimal cost to your practice in films read/studies performed as an investment, an investment that has the ability to create returns, which will make you richer than any dollar you earn.