

Dr. Ashley Nassiri:

Hello, welcome to ENT in a Nutshell. My name is Ashley Nassiri. And today we are here with Mr. Jon Appino to discuss negotiation of physician job contracts. Jon, thank you so much for being here.

Jon Appino:

Yes. Thank you for having us. Very interesting topic and negotiations are definitely fun to talk about and hopefully fun for everyone to do, but we'll get into some of the weeds here and hopefully create a little bit of confidence around everybody if they don't have it already.

Dr. Ashley Nassiri:

Yeah. So as you mentioned, today's episode is part of a two part series on job contracts. This is the second episode. Our prior episode reviewed the contract interpretation and specific aspects to look for within your contract. We recommend that you listen to that episode first, prior to listening to this one.

For those of you ready to talk contract negotiations, we are here today with a contract expert, Jon Appino to review some tactics for negotiations. While physicians do not have any formal training on interpreting or negotiating contracts, these topics can have a huge impact on job satisfaction and quality of life. It doesn't take a lifetime of training to be able to manage contract negotiations appropriately. Whether you do it yourself or with the help of an advisor, having some baseline knowledge on the topic is important for your success. In our last episode, we discuss the aspects you do and don't want in a contract. So let's say we have now reviewed and understood our contract, but there are aspects that are either missing or different than what we need or want. What are the first steps in communicating with a practice or institution about negotiations?

Jon Appino:

So first steps, sometimes I would say, I hope that there are steps because some people who, if they just sign their contract without having any discussion, which we do hear about, we will hear some people say, "Oh, I didn't have my first contract looked at, I just signed it," or "I was told it was non-negotiable, so I just signed it." And of course those are not recommended. So I hope that that everybody is doing negotiations. You could change the language a little bit, then say clarification. Sometimes contracts are non-negotiable, but that doesn't mean that you shouldn't clarify, or you shouldn't have a discussion about them. So the first steps in communicating, I think the number one, of course, make sure that you have a first step, which is have good questions. And that generally comes from educating yourself.

You sit on the front end. You guys spend a lots and lots of time educating yourselves on your science, your craft, your practice, your specialty. And you don't need that much time to educate yourself around contracts or around how to negotiate. But it does take a little bit of effort, even if you have an advisor that helps you with it. Having the confidence and having the good questions to ask, I think, are a good step.

So step number one of course, is making sure that you have the frame to do so by understanding the agreement. And we touched on, last episode, on some of the things to look for, some of the things to look out for, and sometimes even ways to have that initial conversation. But I think having it looked at, and then making sure that you know what your questions are, would be a first step. I will bring up the negotiation versus clarification. Sometimes it's not a direct negotiation. It's not, I want this changed or I want more money, or I want this deleted. Sometimes it's questions about, tell me why this is there, or tell me how you came up with this, to bring up the example around compensation.

Let's say that you're offered a job it's 300,000, but you want to ask for 320,000. Well to go in and if your request is, "Hi, Mr. and Mrs. practice manager head physician or whomever you're speaking with, "I'd like to have 320." It's a little premature. So maybe having clarifying questions up front would be a great idea. So, "Hey, how do you set compensation? Where did the 300,000 come from? Is this the same for everybody?" If in that discussion, as you clarify, if it comes out that 300,000 is in fact where they start all the physicians at, and they just increased it last year and they hired someone last year at 300, so they feel it's fair, and they're unable to change it. Coming up with the additional ask on the 320 may not be reasonable. So maybe we can pivot to the signing bonus or we can pivot to asking about bonus structures or future pay.

So I think there's a big difference between negotiation and clarification and I think understanding that on the front end is a great first step. And just having a little bit of background knowledge on the process, and what's typical for your specialty and for your area, what's typical for private practice versus hospital employee versus academics. I think having that initial baseline of knowledge is a fantastic first step in the negotiation process. And then when it comes to communicating with the practice, we think that a great process is having everything reviewed of course, and having your questions and clarifications and maybe negotiations, and then having an email go out to them that says, "I've had everything looked at and I'm super excited, and I've got some questions. When can we talk?"

So now we have a dedicated time when they're not busy, they're not running into a patient room or leaving the office early for a personal event, and you've got their ear and you go over all of your questions with them. And then you send a follow-up email thanking them for their time, reemphasizing your excitement and the opportunity and then recapping the discussion. So, "Thank you for your time. I'm excited about the position and the future. And just to conclude, we discussed this, that and the other, and you agreed the schedule is this and the bonus was this and the range was this, and you agreed to change something," if they did, "And I look forward to hearing back from you guys within a certain timeframe." And I think that's a good first step in terms of the actual conversation with the employer.

Dr. Ashley Nassiri:

Yeah. And it sounds like a lot of these steps that we're taking initially is to really establish a culture of communication and understanding even before we get into what you need or want changed, if that's even the case. I think that's a good place to start. So let's say we're at the point where we've put together a list of things that we would like to see either added, removed or changed in the contract, and you've already had a conversation to understand why things were worded the way they were in the initial contract. And from that conversation, you've understood that maybe there is a little bit of room for change. How do you turn your needs into a proposal and how do you even communicate with that practice?

Jon Appino:

We think that a phone call, and the questions like we mentioned last question, make a lot of sense. Some places don't want to do that, or maybe sometimes the physician doesn't feel comfortable doing that. If that's the case, maybe an email communication is better. It does document things a little bit. Some places ask for a red line copy. If that's the case, lawyers are great at red lining agreements. But a lot of employers don't want red lines because if there are going to be changes to the agreements, the group's attorney is usually the person who wants to do that. They don't want to just have, you as a physician or your attorney do the red lining, they would like to have their own physician do so. But that's

a possibility depending on the situation. And obviously, the point of contact can vary greatly to. If it's an academic position, it might be the chair or the head of the department.

If it's a small hospital, with the 100 beds, it might be the CEO or the CFO. If it's a large organization, it might be the recruiter, or maybe even a third party recruiter, if it's a small private practice or maybe even the practice owner, depending on. So I think first understanding who you're speaking with or who you're dealing with and then understanding their preferences. I really feel that having a phone conversation, if the physician feels comfortable with that, is the best. And I link it to how physician interrogates, if you will, a patient. So knowing it'd be hard to have a discussion with a patient over email and ask them questions and get clarifying back and then ask additional questions and get more clarifying on symptoms and everything, it's easy to have that conversation with a patient and then decide what your next steps are going to be that way. So we think a phone call, it makes the most sense, and we generally encourage that with all situations.

Dr. Ashley Nassiri:

Can the process of contract negotiations or even clarification be revealing about the practice itself, specifically in the case of a smaller group or for private practice?

Jon Appino:

Absolutely. A lot of places, we think that transparency should be key. And we think that at any group, regardless of size, any hospital, regardless of size or scope or prestige or anything else, should be willing to share information. And if it's a partnership opportunity, they should be willing to share average earnings, they should be willing to share expectations, they should be willing to discuss with you how things may change with your employment or your compensation if and when the partnership is offered.

And anybody who does not want to share that information, I would be curious as to why. I think having that discussion up front is best for everybody. If a physician knows that they're going to be paid a lower salary up front, and then the future is quote more, or we do well, or we're the 90th percentile from the practice, I don't know that that's enough information for the physician to make a decision. If they don't know about partnership, or if they're not willing to answer questions around what's offered or what's not, or what the buy-in is, or if they're just unwilling to have a conversation. Again, even if it's a clarification, not a negotiation, we think there should be a lot of transparency. So I think that would tell me a lot about the group. I think if they were to rush the process, so here's the contract, you have two days or three days to review it, we feel like they should give you plenty of time, at least two weeks to have everything reviewed so you can do due diligence and make the right decision for everybody.

Oftentimes, with large organizations, the contracts are very vague and they may reference things like compensation plans. And if nobody has a copy of the compensation plan, that can be challenging. I think that could be revealing about the group in terms of the physicians may maybe, again, we like to see all kinds of details. But maybe everything's fine. The physicians are earning enough and they're not asking the questions because they love the job and they're getting paid enough. So maybe it's not too big of a deal to the people who work there. So I think there's a lot of things on the process that can reveal things about the practice, such as how much information they're willing to share, or if there's a former employee that left and that's why the position's open. If they don't want you talking to that individual, I think that reveals something. If they give you that individual's information and say, "Call him or her," I think that shows a lot, right? They're not worried about what they say about the group.

So I think there's a lot of things here that could be looked at as challenging as far as the group and how they answer your questions, or maybe refuse to answer your questions. But it's definitely a

unique process that's different to every physician that ebbs and flows and changes based on individual situations.

Dr. Ashley Nassiri:

So before we get into details about how to actually conduct a negotiation, how many times do folks typically go back and forth with proposals and what kind of timeline is typical of negotiations for contracts?

Jon Appino:

So we talked last time about letter of intents. And I guess this makes sense if we bring that up now. Some employers will issue a letter of intent and it'll say these are the salary numbers. And there might be some other details as far as benefits and non-competes in malpractice and you could negotiate the letter of intent because we think that once you sign the letter of intent, they'll issue the formal contract. They expect the contract to be signed. So no more formal negotiations on salary and the information in the letter, because by you signing a letter, that means that you're agreeing to those things. So I guess I should clarify with everybody that if a letter of intent is provided, that is the time to negotiate whatever's in the letter of intent, the salary, the non-compete, if there's termination provisions or signing bonuses. That is the time to negotiate that.

So they might give you a week or so, maybe two weeks on the letter. Sometimes they don't give you timelines, but they might start hounding you if it's been three weeks or so. If it's a formal contract, it's generally about the same. And so, most often physicians are given between a week and three weeks to review the contract, and then make a decision. But I bet you not even 50% of them have the definitions, as far as times go that say, this offer is viable until this particular date. We don't see that very often, but I think it's just a general understanding that the physician will have a couple of weeks to sign it before the practice starts calling them and saying, "Hey, what are you thinking? We're going to move forward on this? What questions do you have? Let's get it done." So I think a couple of weeks is typical.

Now, as far as back and forths, again, it all depends on the situations. We've seen it take as little as two hours. So we will do a review with somebody and two hours later, we've got an email that says, "Hey, here's what they said," and they're going to send over a new contract right away. And then we've seen it take months and months. So, if it's going to take months, it's important to know that. So again, I love setting expectations with the timeframe that you expect to hear back from them so you're not sitting around waiting on an agreement when you assume it's going to be a lot sooner. They may have to go through compensation committees or board of directors or an approval process or legal regulatory. There's lots of things that they may have to go through depending on what you're asking for and that can take a long time. But, two hours to two months, as far as when you hear back from them, would be typical. Average is a couple of days. But again, it's all dependent on the situation and the actual employer.

Dr. Ashley Nassiri:

All right. So let's say we've communicated the changes we wanted to make to the contract and we're now handed a final contract. What do we need to do to make sure that we've gone through this appropriately and confirmed that everything we want is in this contract?

Jon Appino:

Even if a group sends you and they say, "Hey, here's the final contract, print two copies, sign two copies, and send two in," obviously still read through everything line by line. Make sure that the things that you guys discussed, your concerns, are either answered through your discussion or through the final draft of the agreement. Most often, and we do try to give the benefit of the doubt to employers, if they said or they say they are going to change something, they typically do. Is it exactly what you want or not? That's where your final detailed review comes in. So oftentimes maybe they do change the signing bonus from 15,000 to 25,000. And maybe you just saw the number go from 15 to 25, but you didn't notice that the repayment provision went from one year to two years, because of course they want you to be there longer if they're going to have upfront capital like that.

So I like to say that they wouldn't try to pull the wool over your eyes or trick you, but we've seen, and I think everyone's heard horror stories from people on one thing changed, but so did something else. And so I don't know that there's a way to avoid that except for a full review. We do like it and we request, if people are working with us that they send this to us, or if you guys are doing it on your own, make sure that they send you a red line copy. So what has changed from the initial draft to the final draft and all the changes should be tracked in Word or whatever program they are using, and they should be red, or they should be yellow. It should say this thing was changed on this particular date, by this particular individual.

So you should be able to see this is where they added language around the non-compete, or this is where they modified the amount for the signing bonus. And so if you ask them for a final copy, but also ask them for a red line copy so you can see what's changed, we think that's a way to avoid having one thing changed, but also having something else change. And then of course, just continuing the conversation with the employer. So, "I see that section five's changed, has anything else changed?" I think there's few ways to guarantee that it doesn't happen, but I think having a red line copy and having a final review before you submit everything and sign it are two things that you could definitely lower your risk on having things snuck in there.

Dr. Ashley Nassiri:

What if you've asked for something to be changed in your contract and the group or practice says, "No, we can't do that," or either they don't want to, or they can't for financial reasons, is there anything else you can do if you're really interested in a job, but need something to be changed?

Jon Appino:

So great question. Some employers will just tell you that they will not be able to modify the contract. And if that's the case, that's the case. You can either just decide to walk away or you can decide to move forward and sign it as is. One thing that we've had people do, and it depends on where you are, obviously work with lawyers if you're looking for legality of things, but the option for a side letter might be something that you can do. So obviously documenting everything through email is important. But of course the person you're emailing with, or the person you're verbally talking with could not be there when you start or in two years when there's a problem, so maybe those emails or things don't hold weight.

But aside letter is another thing that you could do where you could actually have, on their letterhead, you could have, not a contract, but a letter that just says it's with mutual understanding that you can do outside activities and speak for the pharmaceutical company, or you can take extra call for extra pay without our permission at this particular hospital, or, it's with mutual understanding that you will have block time two days a week in this surgical suite, or you will not work at the location out of town unless we get your permission or fill in the blank.

But maybe they can't change the formal agreement, but they might be willing to do a side letter. And of course, I think it should be written nicely and it should be signed by them and signed by you. It's not a contract, legal or not legal, those are the things that we don't get into here. But that's a potential that I think if nothing else, it sets a good precedent and it shows that they have good intent with what they're saying. They're not just saying something to you to get you to sign the contract. So if it can't be changed, and that's common, a side letter might be a great option.

Dr. Ashley Nassiri:

Let's say you're fortunate and have multiple job offers on the table and you're trying to decide between, or you're interested more in one versus the other. Is there a way to use a different job offer to your advantage?

Jon Appino:

Yes. Now if you have one offer and no other offers, your negotiating capital may not be as great as somebody who has three offers and you don't really care which one you go to. You just want to make sure that you have the best deal. And again, the best deal doesn't always mean the highest financial reward. But if you do have other offers and if one has more guaranteed compensation or has a higher RVU rate, or they have better benefits or an extra week of vacation, those things are very important when negotiating and discussing your contract. And although I wouldn't suggest anyone show your contract to the other person or say, I have a contract with hospital A for this amount of money, I do think it's appropriate at the right time to bring up the fact that, I'm doing all the due diligence for my situation and my family to ensure that I take the right opportunity at this time.

And that means evaluating all offers that I have on the table. If you're at that initial site visit, I think it's important to let them know I'm having multiple interviews and I'm excited to take a position that's best for my family. I tell everyone don't get into compensation discussions during the site visit as far as what you want or what you're looking for, I don't want that to be the frame. Well, you said you wanted this and we gave you what you wanted. So we assume you'll sign. So having the conversation that you're having multiple talks and you're looking at moving forward with the right opportunity and that they'll provide their best offer, I think is a good thing. And then when they do provide the offer, if it's still less than what you would expect or what you've seen on at other places in the market, I think it's appropriate to not disclose, again the name of the organization or the exact structure, but let them know that you have better offers.

And because of that, even though this position lines up better with your needs, you'd like to have a request around compensation. And what could we do to get closer to the offer I have for blank. And I think that's a reasonable way to go about it. And then obviously to be creative with how that comes together, if it's just a higher salary, if it's an escalator for the second or third year for your base salary, if it's student loans or a retention bonus, or a signing bonus, or a stipend plan, additional vacation, or a directorship or early buy-in to an ASC or a private practice, I think being creative with how you put that together doesn't always have to mean a higher salary, but I think definitely having multiple offers strengthens your ability to negotiate when it comes to the contract, all things considered, salary included.

Dr. Ashley Nassiri:

I think you touched upon a little bit as far as negotiation tactics or how to think about deciding between alternatives. And that brings us to one important topic in negotiations, which is called BATNA, which is



an acronym for the best alternative to a negotiated agreement. And I think if you could touch upon that and the thought process around how to think of your options, that might be helpful for our listeners.

Jon Appino:

Here's, I guess, an example that I'll bring up. We saw in pathology, we saw a big glut in the job market a few years back, and we had people who were thankful to have a job in pathology. And we had other physicians who were taking jobs in the middle of nowhere, because it was the only job they could find and they weren't happy about it. And when it came to salary, they were like, "Jon, I don't think I have any leg to stand on because I have to take this job if I want the job." They had no alternative, right? The alternative was sign it as is or don't have a job. Where if you've got multiple agreements, the best alternative is taking the highest one if finance is what you're looking for, or turning one down for a better opportunity.

If you've got one that has a lot of call versus a little call or guaranteed block time or no old block time, or 100% subspecialty, or doing a little bit of general, if you want to be the only person or if you want to be in a group. I think knowing that you've got other options and having alternatives to signing this as is, is super important. And I think having, again, not in your back pocket, having to go shading strategies that aren't just, can I have more salary, but having other ideas and being creative.

Again, we talked about this before, like when you see a patient, you don't go in there saying "I'm going to do this test," or "I'm going to do this procedure." You ask a lot of questions and then based on those answers, you then decide your next steps as a clinician. And this is the same thing. So I think having a good BATNA and then knowing do I have to take this job? What will be my lowest amount I would take? And again, not just on salary, but on call or on benefits. I think having lots of details on that would be fantastic and having multiple offers allows you to do more of that.

Dr. Ashley Nassiri:

Right. And for example, if you have two job offers and you're very happy with one of them, that would be your alternative option. When you're negotiating with the other institution, you may choose to be a little bit more aggressive because if things don't work out, you still have a wonderful alternative option that would work out for you. And so thinking about things like that might be helpful when you're communicating with institutions or practices about your job contract as well.

Jon Appino:

Absolutely. Yeah.

Dr. Ashley Nassiri:

So tell us about some examples of how things can go well in negotiations and maybe how things don't go well in negotiations.

Jon Appino:

So we could tell stories all day, of course. How things go well, we've seen small private practices and they've said, "Look, we're not too worried about this contract. So tell us what you want changed, we'll change it and then we can do what we do." Right? We can help patients, we can grow the practice, we can have a long prosperous career together. And that's obviously super easy, right? You make reasonable suggestions and reasonable accommodations for what their practice can allow from a financial perspective and from a contract risk perspective, they change it and you're done. You move

forward. The contract's like a check the box, I'm supposed to have this from the group. And then let's do what we really want to do, which has helped patients and get to work.

That's like a best case, or if you're talking with them and up front, they tell you, "Hey, if you're talking with anybody else, you'll give us first rights of refusal." We've heard employers say, "We're not going to let you go over 20 or 50,000 bucks." Right? So sometimes having them inform you up front that they really watch you and they're willing to do what it's necessary. I think means that things will go smooth or are in the process of going smooth. When they don't go smoothly, they offer quick, they give it to you and they say, "You got to get back to us right away," and then they say, "We're not going to change anything."

Or they are vague with their replies or they say, "Email us," and you ask a question, "How is compensation determined" or "What is the average for the group?" and they don't answer it or they reply back with a one word answer, like yes or no. We've seen those things. So how do you interpret their answer on that? Or they don't get back to you, so then you don't know if they're upset and they don't have great communication skills. So I think a lot of things can go wrong with the process and I think that's why it's good to have a good understanding on what you want in the contract and to understand how to have the conversation, to make sure that all the right due diligence is done. Just because if things go poorly, then hopefully if you want to be there for a long time, you'll look at the contract, never again.

So if the negotiation portion of it, or if the contract language isn't ideal, it might be irrelevant because you might never look at it. You might tear it up and throw it away in two years as a partner and then retire in 30 years. And if that's the case, the worst contract ever maybe wasn't that big of a deal. But you don't know. And so that's why it's an important process to make sure that you get right and that you ask all the right questions and you make sure you get the right answers. And if they're not willing to provide the answers and, I would say that that's the thing that could go poorly. Or like we said before, if they're changing things in the contract that they didn't think they were going to change, we've seen some places give the contract to the physician, physician goes through, negotiates it, everything looks good.

And then, "Oh, by the way, we left out the non-compete. Sorry, here's the final version with the non-compete." So the physician thinks that everything's done and negotiated and the salary is where they want it to be and the risk is appropriately balanced and there is no non-compete. And then at the last minute they throw one in there. We've also seen hospital recruitment agreements where sometimes a private practice will utilize the hospital to support a physician's salary. So these things are very complicated and it would take a while to explain it, but it's basically the physician's salary is supported by the hospital as a good need in the community. And the physician has to stick around for three or four years or repay some of the money that they borrowed from the hospital. Sometimes we've seen those sprung on the physician at the 11th hour.

And sometimes that can create a debt obligation of 400 to a million dollars for the physician if they don't want to stick around the community for four years. And if you have that sprung on you at the 11th hour, that can be challenging. So there's not much you can do during that process, except understand what it is and what they're putting in front of you to sign and have good advisors to lean on. But those are some things that I think would go poorly. It was just lack of communication from the group, lack of transparency from the group, rushed timelines from the group, or just not being confident enough to have a verbal conversation. And so the email process back and forth makes it difficult and challenging to get the details you want, because maybe they're not as detailed in their responses as you'd like them to be.



Dr. Ashley Nassiri:

Yeah. So it sounds like some of the themes that keep coming up in both this episode and the last too, one, understand your own priorities, two, communicate effectively and three, don't be afraid to ask for clarification or what you need from these institutions. And although those things are easy to say, they can be a little bit challenging in practice because it is a little bit intimidating to potentially negotiate with an institution. But let's say that you've completed your negotiations and you've come to a compromise and everybody signs a contract, you've started your job. Just in the spirit of being transparent in this episode, life changes and sometimes you need to back out of a contract. And we've touched little bit upon this previously, but whether it's for a personal or family reason, or even if a better opportunity comes up, that you just can't pass up, how do you even begin the process of leaving if it doesn't align with what your contract initially had outlined?

Jon Appino:

I hear this more often than I thought I ever would, or than even like, where people, they'll look at a contract with us and they'll sign it and they'll call us back and they'll say, "I changed my mind. I don't want this job anymore. I want a different job," or "I found the job that offers me more money and a better market, how do I get out of this?" And of course, it's all dependent on the contract. Sometimes there's a no cause termination and you can leave when you want to. What provisions are enforced or not enforced? Of course, that's details in the contract. There might be damages upfront. We are seeing some employers, and I would do this if I was an employer to avoid that, we are seeing some employers put damages in contracts that say, "If you sign this and you don't show up, you will pay us 20,000 or 50,000."

And I don't blame them for that because they're going to call back the other candidates and tell them that they don't need them anymore. And they're going to start scheduling you patients and start the credentialing process and put a bunch of paperwork behind. And they're going to pay the recruiter if they did that. They're going to take down the posting online. And if you, all of a sudden, don't show up, they may not be able to get anybody else there for another 12 months. So it does damage them. And so we are seeing that. So that should be one of the things that people look out for if they're going to sign a contract and they're not maybe serious about joining or they're still looking around, to be considerate of that.

Again, other contracts, once you're there, if it's not working out, like we said earlier, we are seeing some contracts that say, after the initial term you can terminate with 60 days or 90 days notice. So if that's the case, depending on how long the initial term is, you may or may not be able to terminate. Most often, contracts, you can be out of a contract in 60 or 90 or 120 days. So depending on how the contract's worded, you would need to give the employer that notice. Typically it's formal and in writing and you can't just send a text message to your boss or tell someone in the hallway, or not show up the next day, there might be damages or you have to pay them for finding a replacement for the next 90 days for you if that's what the clause is. It's important to know what the penalties would be. So do you need to pay back a signing bonus or student loan payments or a stipend? If you use too much vacation time, do you need to pay that back?

If there's tail insurance, is that your obligation or not? Is there restrictions on your ability to work in the area because of a non-compete or a non-solicitation? So all those things need to be considered if it's just not the right position and the schedule is not what you thought or your colleagues aren't who you thought or the patients aren't ideal, or the commute is longer than you expected, or they don't have the equipment that you need, or you don't feel it's a great place to start your practice or build, or you have a personal change in situation. Now, would an employer lets you out, can you

negotiate out of a contract? Absolutely. So just because the contract says you need to give 90 days and you have to buy your tail insurance and you can't work for 10 miles, is that concrete? Maybe, maybe not. So there are ways that you can negotiate, just like you might ask questions and negotiate into a contract, you can negotiate out of a contract.

So depending on what's going on, there are ways that you can negotiate out of it where you wouldn't be obligated to repay a signing bonus, or your non-compete might go away, or the tail insurance would be forgiven depending on, or you would, instead of giving 90 days, you might give 60 days. You might give 118 days, depending on the time of the year and the situation. It's a process that some that the contract of course governs with what the rules are, what you can and can't do, based on the contract. But it doesn't mean that you couldn't change things or negotiate things on the way out by having a conversation with the right individual so as long as they're able and willing to hear you.

Dr. Ashley Nassiri:

Right. And I think your points here, get back to the idea that contracts and negotiations should function to get everyone on the same page, that we can all work together towards a common goal. It's become abundantly clear that to do this effectively, both parties need to practice clear communication and transparency. And with that in mind, we will just about wrap up our episode on contract negotiations. Jon, thank you so much for being a part of our show today. Any final parting words?

Jon Appino:

I would just say that as everyone goes out and does their due diligence, to know that you have the same goals as the practice. And this doesn't have to be you versus them, it doesn't have to be a winner and a loser. For the most part, everybody has the same goals and that's, you want to practice and enjoy your career. They want you there a long time, and they want you to be happy. You want to make enough money to support your family in the way that you want, and they want you there to build a great practice so they can pay people and have a sustainable job and hit their financial targets. You want to help patients and do what you've trained yourself to do. And they want to provide patient care and everything else that comes with it.

You want to be a staple in the community and work hard and be well known and enjoy working with the referring doctors. And they want you long-term in the community. They want the patients to love you and tell all their friends about you. So everyone has the same goals, for the most part. You want to make more money and they want to pay you as little as they can and they want to put restrictions on you and you want flexibility and freedom. But for the most part, the high level goals are the same. So it just comes to having a good discussion and understanding how to get to common ground on very important things like a contract. But knowing that the overarching goals are the same. So I tell everyone don't approach it as winner versus loser, or are they won and I lost, or they didn't change anything, so I didn't do a good job.

It's all about the same goals and your goals may be to leave in two years, your goals may be to be there long term. And so for the most part, though, people have the same goals and having the discussion with them and a confident and a totally honest totally kind way we think is a great frame to have. And there's a lot of resources out there online. There's some great companies that can help the physicians do this. There's some really good education out there, and I commend you guys for taking the time to dig into this important topic. And we'll be here to help any listeners with anything that they need, of course. And it just means a lot to us to be able to help you guys. So we do appreciate you having us on.

Dr. Ashley Nassiri:

Of course, it's our pleasure to have you. Well folks, that about wraps up our episode of contract negotiations here on ENT in a Nutshell. Thanks for listening and we'll catch you next time.