

## ASSOCIATESHIP

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ticipation, and you should take full advantage of this opportunity. Above all, you should acknowledge that the interests of the patients are your first and foremost concern and no business or economic considerations should obstruct the delivery of appropriate and timely care of the highest quality.

### Ethical behavior

It is important to remember that the way in which you conduct yourself is a reflection not only of you, but also the practice and the chiropractic profession. Behaving in a professional manner toward patients and staff at all times should be your golden rule. Avoid any appearance of impropriety which would call into question the integrity, competence and professionalism of the practice.

Keep in mind that your services are valuable. Even though you may not have the experience, you do have the education and training. Have confidence in yourself. You are a doctor and if you negotiate a reasonable and practical agreement prior to joining an established practice, and are prepared to learn and grow once you join, an associateship could be professionally fulfilling and give you the valuable experience and know-how necessary to set up your own successful practice later on.

### GUIDELINES FOR THE EMPLOYING DOCTOR

Doctors seeking associates can place classified ads in state association journals, local and community newspapers, and national chiropractic periodicals or on their own or other chiropractic websites that accept classified ads. Ads placed in the student newspapers of the chiropractic colleges are probably the best way to generate associate applicants. What you, as the employing doctor must remember is that the recently graduated doctor will not have extensive clinical experience or office knowledge and therefore will need a certain amount of guidance and direction in clinical, non-clinical situations. Take the time to consider several important factors before making the decision to hire an associate.

### Professional recognition

Even though an associate may be inexperienced you should recognize them as a professional peer. It is not fair to hire a doctor as an associate and then expect them to spend most of the time in administrative and non-clinical work. This is bad management policy. If you don't need a doctor, don't hire one.

Provide opportunities for the associate doctor to apply their full range of skills, knowledge and judgment in the provision of patient care within the practice. Over a period of time you will most likely find this will help your practice. The benefits of a good, professional working relationship are based on mutual respect and understanding.

After the associate has joined your practice, include his/her name on the building list and in any advertising. If you have more than one associate, they should be listed in chronological order.

Allow the associate input in your marketing program. They also have a stake in your practice's success and may have innovative ideas you may not have thought of.

### Patient care

The care of the patients should be your foremost concern. No personal, economic

or business considerations should obstruct the delivery of appropriate and timely care of the highest quality.

### Providing direction

The doctor whom you hired as an associate expects to acquire practical experience. They probably took the position because they respect your professional expertise. It is your duty to make every effort to inform and educate the associate and to foster the development of the highest level of technical and professional performance.

Allow the associate to learn the practical and business elements of your practice. You may be pleasantly surprised how this could work to your advantage. Having someone who can understand the business as well as the clinical side of your practice can be an asset when you have to be absent due to an emergency or at any other critical time.

Periodic evaluation of performance accompanied by appropriate advice and explanations concerning means to strengthen the contribution of the associate to the practice will serve both parties well.

### Compensation

Offer as compensation a salary level which is fair, which you can be assured of being able to pay, and which reflects the value of contribution the associate will or is expected to make to the practice. Make sure the associate understands the terms of the compensation and recognize your obligation to provide that compensation on a timely basis, according to the terms agreed upon. If the terms include a percentage of practice income, make available to the associate all records relating to the calculation of such compensation.

To avoid any dispute in situations where compensation is based upon the associate's contribution to the practice income, make available to the associate all documents and information concerning submission of bills to third-party payers, both public and private, for services provided by the associate.

### Practice philosophy

As an established practitioner your practice philosophy is unique to you. The doctor you are considering hiring as an associate deserves to know what your philosophy is before he/she makes a commitment. Philosophical differences can affect your professional relationship and your ability to work together as a team to provide the quality of care your patients deserve.

Whether you want an associate for a short period or an indefinite period, you have much to gain by being an employer who earns the respect and dedication of a new practitioner. There are situations where, because the employer has made the effort to create satisfying working conditions, doctors have elected to stay in practice as associates rather than go into solo practice or find other employment.

### MATTERS REQUIRING MUTUAL AGREEMENT

There are many essential matters the employing doctor and the associate doctor must discuss and clearly agree upon before either makes a commitment. To prevent any misunderstanding, these items should be clarified in writing.

### Length of associateship

The effective dates of the associate relationship should be clear. The term can be for a period of one or more years. If it is for an indeterminate period provide an exact

procedure for termination. This should include the length of notice required by both parties, the procedure of payment of wages if based on practice income, and payment of accrued vacation and sick leave if any.

### Conditions after contract expiration/termination

When the associateship ends, either by mutual agreement or by one party, secure in writing the guarantees necessary to preserve the economic stability of your established practice with particular regard to the establishment of a competitive practice by the associate.

### Management and clinical responsibilities

The management responsibilities of the employer doctor and the associate should be identified. The associate's supervisory responsibilities and authority over clinic employees should be clarified. Outline in detail the basis on which the associate shall see patients, including responsibility for overflow from the existing practice or whether any special relationship shall exist between the associate and new patients brought into the practice as a result of the associate's marketing and development efforts.

### Financial

Establish the procedure for billings and collections. The liability of each party to third party creditors for debts or obligations incurred by the practice should be clarified. Set procedures for the delivery and pick-up of mail addressed to the associate at the corporation address after termination of associateship. Also, if associate is authorized to sign checks on corporation accounts, upon termination, have a procedure for sending a letter to the bank requesting removal of associate's name from signature card.

### Insurance

Make clear your policy about malpractice insurance and other insurance such as business, life and health. Are they provided as employee benefits to the associate? If the associate decides to have such coverage what are the employer's contributions?

### Compensation and benefits

Clearly state the exact terms of payment. If on salary, the minimum number of hours in a work week and provisions for overtime. If based on practice income, the exact procedure for calculating this amount and the date of payment. The exact terms for withholding tax or benefit purposes.

The amount of vacation time the association is entitled to and when it can be used. The policy for sick leave and time off in case of emergencies and for attending continuing education seminars necessary for relicensure or post-graduate certification.

### Patient records

Clarify all questions regarding the ownership of patient records including x-rays, laboratory reports, and other records of patients of the associate or patients under joint care. The terms under which the associate might have access to patient records and case files after termination of associate relationship, in the event such records are needed in any liability or reimbursement proceedings.

### Disputes

Always provide for a process for arbitration, prior to legal action in the courts, in the event of disputes resulting from the business elements of the associate relationship.