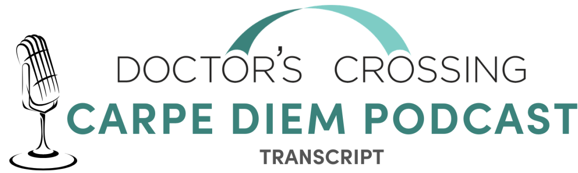

Episode 28 - How to Negotiate Your Physician Employment Contract with Guest Jon Appino

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JA: "But by leading with a question first, how'd you guys come up with the shift rate? The medical director may say oh, great question, Heather. This is what we pay all the hospitalists. Okay. Now asking for more seems kind of silly".

HF: Welcome to The Doctor's Crossing Carpe Diem podcast. If you're questioning your career in medicine, you've come to the right place. I'm Heather Fork, a former dermatologist and founder of The Doctor's Crossing. As a master certified coach, I've helped hundreds of physicians find greater happiness in their career, whether in medicine, a nonclinical job, or something else. I started this podcast to help you discover the career path that's best for you and give you some resources and encouragement to make it happen. You don't need to get stuck at the white coat crossroads. So pull up a chair, my friend, and let's carpe that diem.

Hello, hello. Welcome back to the Doctor's Crossing Carpe Diem podcast.
I've been wanting to do this episode since before I started podcasting. That is because I feel this topic is so important and it's one that a lot of you shy away from, often to your detriment. We are diving in hook line and sinker to contract negotiation. This is

something that we're not trained on how to do. It typically involves hundreds of thousands of dollars, and it gives some of us the willies.

Today I have a very special guest who is an expert on physician contract negotiation. His name is Mr. Jon Appino, and he's the founder of the nationwide company Contract Diagnostics that helps physicians understand and negotiate their employment contract. He was initially pre-med and was aiming to become an emergency medicine physician, but entrepreneurial talents and spirit led him into the area of healthcare startup. In 2011 he saw a need for helping physicians with their employment contracts and thus the signature company in Contract Diagnostics was born.

Today Jon is going to address a lot of the key questions you have about negotiating your contract. Everything from your mindset, to whether or not you need an attorney, to knowing your value and what to look for in a contract. There will also be a cheat sheet you can download with tips for negotiating. You can download it at doctorscrossing.com/negotiating. I will also link to it in the show notes. I don't want to keep you waiting any longer. So, it's my great pleasure to welcome Jon Appino to the podcast.

JA: I appreciate the opportunity. We love any opportunity we can to talk to people about contracts and compensation and do anything we can to help. So, I appreciate you having us on today.

HF: My pleasure. I'd love to start with the area of mindset around negotiating. So, often when I work with physicians and they get a job offer, they cave at that point, they feel really uncomfortable negotiating. I'd really love it if we could start unpacking this dynamic and see how you can help us.

JA: I think there are two different types of mindset, Heather. So, I think if we're looking at the mindset of a new physician coming into a practice for the first time, obviously

they've got lots and lots of questions. And there could be a difference between negotiating and clarification. And I think whether they're actually negotiating, I want to ask for more money, or I want to ask for a change in the schedule, or what to ask for the tail insurance to be included or whatever the situation is. I think there's a big difference between clarification and negotiation, which we can talk about later.

But I think the big differences are what's your frame as a physician? Is it to take your first job and work there for a few years and leave? Or is it to take your first job and work there hopefully forever? Or is it you are attending already and you are either looking at a new opportunity or trying to renegotiate your current situation.

So, there's a lot there to unpack, but I think if we just kind of took them briefly one by one, the resident physician who is coming out of training, this is their first job and that first job could be super important. So, I think the mindset of curiosity with how to go about the due diligence process, knowing that they don't know what they don't know. They don't have a whole lot of that real world experience.

So, understanding how to ask for things, if you want to negotiate, if you will, or just how to clarify things around benefits, around expectations, around why the position is even open, around retention rates at the facility, around the future of the program, and will they be hiring people? And what happens if someone leaves? Do they replace them and are they opening new offices?

So, I think the mindset of curiosity for a new physician is something that can be super important as they're going through the due diligence process. I think the mindset for an established physician who is at an account and they've been there for three years or two years or their contract is up for renewal. Oftentimes the employer won't even say anything. Those kinds of things let it automatically renew. Other times it is a formal renegotiation. I think whichever frame the physician has, I think the mindset that they should have would be balancing risk, right? How they trade time for money, how fulfilled

they feel in their daily job, what things could change as far as patient care, as far as schedules or call obligations or locations, or even resources like adding a PA, or better technology.

And then of course how they're paid and how they're compensated. And I think the mindset for that established physician of mutual goals, they want to stay in there. The facility wants them to stay there. The patients need them to stay there. The community appreciates them there. I think knowing that those goals are all the same, it's just how we get from where we are currently to newer updated market rates or a better schedule that coincides better with your current situation. Maybe you didn't have kids before and now you have kids. Maybe they've got an extra partner there or they lost a partner. Maybe the patients' dynamics have changed and therefore you need better resources in the clinic. So, I think whatever the frame is for the individual physician who's looking at a contract or negotiating or renegotiating it, I think the mindset has to be slightly different.

HF: When you talk about these different scenarios, when I think about it, there seems to be regardless of what the scenario is, the sense for physicians that if they negotiate or ask for something, they may look greedy. They may be perceived as being too aggressive. Well, how do you think a physician deals with these fears that often stop them from asking for what actually is appropriate?

JA: That's a great question. And with our frame at Contract Diagnostics, we get to work with all different types of people. We get to work with that 29-year-old sweetheart pediatrician, and we get to work with that 68-year-old cardiothoracic surgeon who's been around a lot. And they all have different personalities. So, knowing that some personalities are different than others, some people don't have a problem asking for something. It's almost kind of reigning them backwards with how they ask and what they ask for. And for others it's encouraging and motivating them to ask.

So, I think every physician is a little bit different, but I do understand how somebody could appear ungrateful or greedy by asking for various things. And that's why I think it's not just what you ask, but how you ask. And what we coach physicians through understanding and doing due diligence around their employment agreement. Just like when you guys see patients. We always tell them to lead with questions, right? Don't come across with this, "Hi, I'd like X, Y, and Z". Or don't just send them an email saying compensation requesting X plus 20%. Or a redline copy of the contract, which I don't think it's a good idea, that just has the salary crossed out and a higher number inserted. I think having a discussion around it can number one, make the physician feel better. And number two, make the employer understand that there's a reason behind the "ask".

So, questions, what could those look like? Well, I love the questions that are just an open-ended question. Tell me about the compensation structure. How did you guys come up with these numbers? Where did the salary come from? And let them talk. If there's bonus structures, I think we could ask where did the bonus metrics come in place? What are your expectations for me, for production in year one and year two and year three? What are the other physicians producing at the facility? If they're RVUs, they could ask if the RVU conversion factor is the same for all physicians at the facility, or if it changes. You could ask about vacation. Is there a vacation policy? Is that the same for everybody? Does it change with tenure?

So, I think there's lots of leading questions that a physician could ask before they even have a specific request. And then based on those answers from the potential employer the physician may ask the question they were going to ask or a different question.

And obviously, most physicians who are patient facing have a history of this. They don't just go into a room and dictate a prescription or a therapy or a procedure. They ask questions. What brings you in today? What's your pain level? Do you have any history? And as a physician captures that data and information, their internal algorithm that they've been trained with, then says now I feel like I should request this or inform the

patient of that or suggest this particular drug or procedure. And I think the contract discussion and negotiation process is the same. Let's get the information first and then let's have specific requests.

HF: That is a fabulous answer and reminds me of the quote "Seek first to understand before being understood". So leading with curiosity, leading with questions, because I think that shows engagement and you're going to get more information, which will probably help you with negotiating.

JA: Yes. And you may get a question, let's pretend that we're talking about a hospitalist position. So, if we're working with a hospitalist and they're going to a facility, and let's say that the contract says that their shift rate for a 12-hour day shift is $1,500. So, should they ask for more? Well, the physician may want to, they may be nervous about asking for more.

Many hospitals pay the same rate for hospitalists. They redo the compensation structure for the entire department every other year, every third year, but in most facilities, it doesn't matter if you've got 30 years of experience, or if you're a new grad, they pay a dedicated rate. There may be bonus structures that might be different based on your efficiencies but if a physician is being offered $1500 for a shift rate and they go and ask them for $1650, and they get told, no, they may think they failed.

But by leading with a question first, how'd you guys come up with the shift rate? The medical director may say, "Oh, great question, Heather, this is what we pay all the hospitalists". Okay. Now asking for more seems kind of silly, right? So, we can save that "ask" and we can save their "no" for later on if they're going to give a no. So maybe then we take our mind off of increasing the shift rate, and maybe we put that now on how do we ask for a signing bonus? Or maybe they don't do signing bonuses. Will they increase relocation? Maybe they don't do that. Will they give a stipend plan? Maybe they don't do that. Maybe they have a student loan plan.

So again, there are different ways to peel it back, to figure out where we want to place our asks so we're not wasting them early in the process when the answer is 100% no, because we're not going to pay you more than $1,500 when we have 26 other hospitalists that make $1,500. So, I think it makes a lot of sense. Physicians are great at this, they're just not used to doing it around an employment.

HF: Often when a physician is given a contract, they're usually, in my mind, pressured to sign it quickly. They may be told "We need this back in 24 hours", or "Can you get it back to us Monday?" And is it fine for them to say that they need to discuss this with their family, their partner, their spouse, and ask for more time to be able to do their due diligence, to really understand it and frame up the questions that they want to ask?

JA: Absolutely. We feel that nearly all contracts should be looked at, negotiable or not. And any employer or potential employer that gives a quick timeline, which we hear often, right? I mean, some people they call us and they'll say, "Jon, I have three days to get back to them" or they'll get it on a Friday and they'll be told that it's due Monday by 05:00. And again, I feel it's disrespectful by the employer having the physician be able to review with a professional, digest it, talk with their family, ask questions, et cetera.

So, most places give two weeks or three weeks. Some places will give a letter of intent. We see letters of intents about 23% of the time where they'll give a letter of intent first to see if the financial terms line up, and then after the letter of intent is agreed to and negotiated and or signed, then a full contract would come later on, sometimes with a timeline and sometimes without.

But I think anybody with a short timeline from the employer perspective would be a bad deal. That doesn't mean that they still shouldn't do everything in their power to see if they could have it reviewed. We do have overnight service, but it's costly. And I know most of us just don't want to pay additional fees, but that is something that I think

employers should understand. Even if the agreement is non-negotiable, they should expect and want the physician to ask questions.

The last thing they would have wanted to have expectations that were unclear because we rushed through their process and then the physician feels like they want to leave and that's not good for the hospital, or the physician, or their family, or the community, or the patients that you guys serve. So, we feel having good processing time is reasonable.

HF: And once the physicians make that decision, they're going to evaluate the contract and potentially negotiate. When do you recommend that they get some help, whether it's through your company or through an attorney, and should the attorney actually be interacting for them or what's the best way to not kill the deal?

JA: So I think the earlier the better. If they have a letter of intent, I think it's good to have that reviewed. Oftentimes those are where the financials are, and I've heard way too many times from a physician that signed the letter of intent, had us review the agreement. We suggested changes to language and compensation, and the physician was told you agreed to the letter of intent, so we can't change it. And so I think earlier to have somebody involved, the better.

But I'm on record and we have in a lot of our educational talks that we believe that the process begins all the way at the site visit, before there were even any paper exchange hands. So, I think that's when the physician needs to have a good eye on asking good questions, answering their questions in the appropriate way, such as “How much money are you looking to make?” and those things.

But when they get somebody involved, I say earlier, the better. Whether they go with a consulting firm like us or an attorney, it's really up to the physician's decision. There is a

big difference I think between that and an attorney, who's going to redline a contract and a consulting firm like us.

And then the other question that you asked was “Does a physician have a third-party interact with the facility?” And some facilities don't like it. I think maybe 5% of facilities don't like it. Our interactions with facilities have been very popular, popular from the facility's perspective. They love having us involved because they think that having a third party involved makes it go quicker, makes it go smoother instead of having the physician as the middle person, if you will.

When you've got a consultant or an attorney informing the physician on what could change or what questions could be asked, then the physician is going back to the facility, then the physician is taking the facility's answers back to the other person. Then the physician is going back in and they get kind of caught in the middle. As you can imagine, things get lost in translation.

And so having a third party reach out directly, ask all the right questions in the right order at the right time and take good copious notes can be a much more efficient process than the physician doing it themselves with their busy physician schedule. Some facilities don't like it, our experience over the last decade has shown about 3% to 5% of facilities do not want to interact with a third party and that's okay. To each their own.

HF: Jon, could you describe how you're different than when a physician would work with an attorney and how a physician might decide which service to use?

JA: Absolutely. So, Contract Diagnostics is a consulting firm and we focus a lot around compensation, we coach and educate the physician on how to have these conversations. We talk about benefits. We talk about risk. We explain the agreement to them, but if something's not clear in the agreement, we'll let the physician know that it's not clear and they need to get clarification from the employer.

Things that we don't do, we hundred percent just do position contracts. We don't do anything else. It’s what we live and breathe. And because of that, we could be hyper-focused on compensation trends. We can understand the nuances and the differences between a surgeon and a general comprehensive dermatologist or a hand orthopedic surgeon and a general orthopedic surgeon for what they need in the OR.

So, we can focus and be micro-niche when it comes to understanding the physician customers that we have. We don't do DUIs or divorces or lawsuits like an attorney would. We do not modify contracts or legal documents. We don't mark them up at all. That's something that lawyers do, and we're not lawyers here. We do have attorneys that work here, but they don't come across as “I'm your lawyer and this is your legal advice”. It's more general consulting advice. And again, we spend a lot of time talking about compensation and balancing risks and helping the physician to do due diligence to make sure that it's the right opportunity for them in their career and their family. Which, we feel is a much more comprehensive approach.

The reason that we're here is because I have physician friends who went to an attorney and the attorney spent 12 minutes on the phone with him saying the contract looks fine. And my friend said, “Well, is this good money?” and the lawyer said, “I don't know. I don't know anything. I don't know what an oncologist makes in Chicago''. My other friend said, “Well, what about these RVUs? Is this a good number?” And he said, “I don't know what the hell an RVU is''.

So we figured there was a much better process to not just have it “reviewed” and have the physician check a box, but a much more comprehensive process that would educate them around what they're signing and what the risks are and how to have the discussion with the employer to ensure the best deal.

HF: It's like us when we go to a specialist. We get your expertise of really being deeply seated in this area and living and breathing physician contracts.

JA: Exactly. We get the question all the time "Do I need to have something reviewed?" And again, put yourself in your patient's shoes depending on your frame as a physician. There's a ton of great information on the internet. If I'm a patient and I've got something wrong with me, I can go onto the internet and I can search and I can find a ton of information. Now we all know that information may or may not be accurate. It may or may not be up to date. It may or may not be biased because someone has a commercial influence on their decision process. And so, this business is no different, right? There may be an attorney who's writing articles, who's holding back information because they want your business.

Something that may have been accurate years ago with regards CMS and RVU compensation, it may be irrelevant now. And so, while there is a ton of good information on the internet, there are some great books out there. It's always good to catch somebody who knows what they're doing. So even though I may have a rash on my leg and I can look online and kind of, sort of, self-diagnosed, I still probably need to go have it looked at, and I probably still need a prescription to get it treated. And I probably still should just double check and make sure that it's safe and it's not harmful to my overall health. And this is no different than the physician getting their contract and having it reviewed by a professional.

HF: I think when you and I were talking offline you mentioned that if indeed, you thought of a physician should seek legal counsel, that you have some referrals in different states that you might be able to recommend.

JA: We do, yes. So, every contract that comes in house to Contract Diagnostics goes right through our general counsel and is looked at by an attorney. Many of the folks that do our reviews here are attorneys themselves. But if for some reason there's a physician

who actually needs formal legal advice, since we don't provide that here, we have a list of attorneys that we've been through and we have ranked. We don't have any commercial influence. I don't even know most of them. We just know that they're highly ranked on a certain scale that people look at scaling attorneys. So we can send people to individual attorneys in a state if we feel something is necessary, because something just looks out of the ordinary. But you can imagine with consolidation in healthcare, we have a lot of these corporate standard agreements where they've got 2000 physicians under the exact same agreement. And those are generally sound documents.

HF: It sounds like you're able to get physicians guidance about what might be an appropriate salary based on their geography, their experience, and what the position is.

JA: Yes.

HF: Because that is often a question of what's appropriate to ask for.

JA: Yeah, and how do you know? The challenge with data sets, so for example, right now, the gold standard, which I agree with, the gold standard for compensation data sets, which many facilities use to set their benchmarks for their physician. The gold standard is the MGMA. And so right now, if we want to date ourselves, it is mid-April, 2021. And as of now, we have the 2020 data set from MGMA, which is based on 2019 information. Because there's a lag. They got to capture the data. They got to put together the data, they got to clean the data and audit the data and publish the data. So, there's a delay.

So right now, as employers are looking at setting compensation trends, if they're using MGMA, and if a physician is negotiating off of MGMA, which the physicians generally don't have, because it costs thousands of dollars, that data's kind of skewed because we've been through a lot since 2019 of course, with the pandemic and everything in between.

And now if you look at it, the next data set will come out May, June. Well, what's that going to look like? Well, it's going to be a 2021 dataset from MGMA based on 2020. Which we all know had issues and ebbs and flows and challenges. And so again, we're not through the pandemic, but a lot of the initial strain and stress on the health system has passed. So how do you look at MGMA data? That's always lagged and set what's fair. It's challenging.

And that's why we have internal data at Contract Diagnostics. So, that oncologist in Chicago, we know what the market's going to pay because we've talked to those people. And we capture that data in a blinded fashion.

Whereas an oncologist in Chicago with MGMA is going to be bucketed into the Midwest region, which would include Chicago and a town of 100,000 or 50,000 people in Illinois and in Indiana and in Ohio. Downtown Chicago is much different than the suburbs of Schaumburg. It was much different than Urbana. It's much different than Springfield, Illinois, or St. Louis. Yet a lot of those get clumped together in MGMA.

So, it's difficult and challenging to say the least to look at a number from a data set and say, this is fair. That's why having somebody who understands and knows a lot about physician compensation and the trends and talks about it all day, can be important to have on your team.

HF: That's a really good point because you are right, geography makes a huge difference. And people can show you numbers and do some smoke and mirror hand waving. And you don't even know if it's true or not.

JA: We've even seen some accounts cherry pick the data. So they'll say, well, we base it on MGMA and the physician may just assume, okay, well, that must be fair. But maybe they're using the national data set for MGMA instead of the regional specific data.

Maybe they're using the national for all practices instead of the regional for multispecialty. So, they can cut the deal.

I remember when I was in my undergrad, I read a book called "How to lie with statistics." And I'm sure a lot of the listeners have seen or read similar books. We all know that statistics are great, but they can be manipulated. And if the employer intentionally or not wants to show you something, thinking that you are an uneducated physician, because you just don't get training on this stuff. They have the ability to show that to you. They have the ability to take advantage of you again, intentional or not, they're running businesses and they need to make their business profitable. And what's the greatest expense? Staff.

HF: Right. Exactly, exactly. Now, what are some of the typical mistakes that you see physicians make in terms of not paying attention, to terms such as tail coverage, restrictive covenant, required notice, termination, tips or stories around these types of things in contracts?

JA: We got lots and lots of stories. We could do a series.

HF: A series of horror stories?

JA: Horror stories. I mean, there's so much to unpack there. I think out of all those things, understanding the physician's obligations. Again, whether it's negotiable, whether it's not understanding your obligations on what the contract says. So, if you have to buy your tail insurance, it's important to know that. I've seen physicians take a job, just last year, that they didn't even really want because of COVID.

And they wanted to leave a year later and their tail insurance was already on $50,000. And they just kind of figured, I didn't have the first contract looked at because I was just going to be there for a year. So, I'm not going to invest in this contract because I know

I'm not going to be here. Now, my next contract I'll invest to have that one looked at. And it can be a bad deal sometimes.

So, not understanding your obligations on termination, which would include, how can you terminate? When can you terminate? What kind of notice do you need to give, if you can? Do you have to buy your tail insurance? Do you have restrictive covenants in place? Do you have to repay any dollar amounts for signing or for relocation or student loans? If there's a bonus, is it due and paid on termination or is it not, is it forfeited? What happens to say 401(k) or retirement contributions that are by then? Do they vest or do they go and disappear?

Just adding those small things up outside of the restrictive covenant with your ability to even work in a geographic area, we could add up an easy hundred thousand dollars of potential "ups"that a physician might not understand. And as you can imagine, a hundred thousand is a ton of money. It's a ton of money early in the physician's career when that kind of surprise can all but derail a physician's financial plan for quite a few years.

HF: Absolutely. And you don't want to just count on them, not coming after you if you violate the terms of a restrictive covenant. You just don't want to take that risk.

JA: Yeah. We get that question all the time. Are these enforceable? And we'll tell you, look, it says it in the contract, don't break the contract. Now there might be state statute and state laws that the physicians can look up themselves or go to an attorney for enforceability of. But we never say anybody should breach a non-compete because a certain state doesn't allow it or they won't enforce it.

So those are some of those things that we can guide them on termination. How could you request to be let out of it? But the employer may or may not. And if you violate it, then you're up to the wills of what the employer wants to do. And sometimes employers

have really damaging and painful language in contracts on what they could potentially do if the physician decides to breach the non-compete.

HF: Well, I would love to keep going here for another half hour, but let's try to do maybe five more minutes and hit a few more questions that are commonly asked and one is, what if my contract is with Kaiser or the VA where traditionally it's not negotiable? Is there any way to have any say in what these things are that you're asked to do and sign?

JA: I don't think a VA contract needs to be reviewed. If a physician called us and paid us for reviewing a VA contract, I would probably refund their money and just give them a free 10 minutes on the phone. Because I don't think that that's something that would need to be discussed or negotiated. I think because they could still understand things, right? Maybe the benefits are unclear. Maybe I'd like to know what happens to compensation over time, knowing it's not negotiable. But knowing that tail insurance is good, I don't believe the VA ever has non-competes. They're generally flat salary, that is non-negotiable. I think that those are fine not being reviewed.

Kaiser contracts, they're different. Some of their different regions in Kaiser have different contracts. So, some are quick five page, six page contract, and they're not really too intricate, but I do think that those are beneficial on a cheaper package review, just to be able to get a lot of questions to go back and ask them as far as things that are not clear in the agreement, knowing that Kaiser is still a large organization, and it's not a government entity. But some kinds of contracts are the standard 26 pages where they've got all types of language that again, negotiable or not is important to go through and understand section by section, what you're signing and what your obligations are. And if something's not clear to understand, what's not clear.

So, for those two examples, I would say, Kaiser – Yes, VA - No. Academic contracts – 100% Yes. Sometimes academic contracts are 20 pages with RVU bonuses and they're working 95% clinical, for RVU bonuses. So, even though a physician may say, "Oh, well,

that's academic" - That's not academic, you're a producer. You just have a half a day a week to go give grand rounds or something.

But an academic contract that has a three-page letter that doesn't have any details on malpractice insurance and maybe references other documents that aren't included, that maybe has referenced to a bonus structure or an XYZ component that may or may not be very clear. So, for that individual to have good questions to go to the chair and ask, knowing that the chair can change. Knowing that he or she can move on. And so having those things detailed and documented is super important in those situations.

And then of course, private practice contracts always get them reviewed, hospital-based contracts always get them reviewed. Locums contracts, I don't think you need to get every single assignment one reviewed, but get the main one reviewed. I think that would be reasonable.

HF: That is great advice. And it reminds me of a story about a physician that I had that got a job at a big health insurance company. And you would think that the terms of the contract basically are not negotiable. They're very standard, but she wanted a bit more vacation because it was less than what she had in private practice. And so, we talked about it and she said I'm just going to ask politely. And she said, I wonder if it might be possible to have a little bit more vacation. She didn't even say how much, but she ended up getting a full week and both of us were so shocked because this is a major, major company and we never thought it would happen. So, I wanted to say that, to say, don't talk yourself out of negotiating if there's a possibility.

JA: Yeah, absolutely. And that's why you're having those good leading questions "What is the vacation policy? How is it set?" And if they say, "Oh, it's a standard vacation policy for everybody", maybe that would have been a rough question to ask. But to leave it open and again, having yourself or having a contract lawyer, redline the contract and then send it back, getting that frame across, "I think I'd like to have a little extra vacation

what's possible?" Leaving it open. Having someone who just takes the contract and red lines it for a few hundred bucks, you're not going to get that information. You might get a yes or a no, but that's not the information that we want. So I think having that frame is very valuable.

HF: And I have seen some of those red line contracts and honestly, if I was the employer and I saw that it would really be a put off. Just something about it reminds me like when you're in school and you got something back from the teacher and it's all red. You are wrong, you are wrong, wrong, wrong.

JA: I think it's kind of cold, like you just got to say "Here" versus, "Hey, I am super excited about this opportunity with your practice or your hospital or your department, your division, or fill in the blank". I've had everything looked at, and they brought some really interesting questions. When can we discuss them? No, not an email saying these are my questions on email, but a very polite and kind email, letting them know that you're super excited about the future. You'd like time to discuss it with them, at a dedicated time when you're not calling them on their cell phone and they're running into a child's soccer game or heading into a ground rounds presentation, or they're in the middle of their clinic, or scrubbing in for a case, you're not going to get their full attention and mind. And so, we feel having a better process for asking those questions is important.

HF: That tip is golden. If anybody was multitasking, you can just come back and listen to what Jon just said. Because so often we don't quite understand how to ask for something. I think that was excellent advice. Don't just put these things in an email and say, this is what I want, but can we have a conversation?

JA: Yeah. And it's amazing. Again, I always bring it back to what you guys know best. It's if you're a patient facing physician, how do you interact with your patient on email? What's your pay level? And then wait for them to reply back and then ask them another question. But when you're in front of them and you're dialoguing, it's so much more

easy because then you can ask a question, then you can ask a follow-up question, then a follow-up question, and then potentially have a specific request for the patient. Maybe you should exercise more or you should take this medication or you should…

HF: Stop eating donuts.

JA: Stop eating donuts.

HF: Or so many donuts.

JA: Yeah, go from 5 donuts a week to 4 donuts a week.

HF: That's a great analogy. All right. To wrap up here, would you like to share a little bit about what a physician might be looking at in terms of the cost, if they wanted to use your service, Jon?

JA: Yeah. I run Contract Diagnostics and we've been around for a decade and this is a hundred percent of what we do. We've helped over 10,000 people here. Whether they have us do it or they have somebody else, in state attorney or another firm, trust me, I'm super, super excited that people are going to have their contracts looked at. I don't think enough people have their contracts with them because I've talked to too many of them that didn't have access to somebody. Or I've heard somebody say too many times, "I wish I'd heard about you guys three years ago or six years ago".

So, just whatever everybody listening does, please have your contracts reviewed. If you like our frame, we just look at contracts. We specialize in this stuff. We don't do anything else. We don't market or sell other products. We don't sell your data to anybody. We look at your contract, depending on which package you buy. They range from $200 on the quick box checks contract review to $1,900 on a full negotiation package.

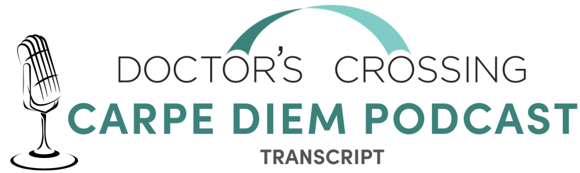
We do offer interest free payments over 5 to 10 months for residents and fellows. So, something super as even our most expensive package only costs the physician $150 a month with no interest. So, they can get access to any plan regardless of their current financial situation. And of course, the more involved we are, the higher their cost is. Our most popular package by a landslide is the advanced review. It's almost 80% of what we do and it's $700. So, very reasonable. You get access unlimited for all of your questions. So, as we give you those questions to ask, you can call us, you can email us, you can send the changes that they've made or you've made. We don't charge you guys any more for a year after your initial consultation.

So that's what we do here. We have great compensation data that we share with you guys in certain packages. And believe it or not, we just try to make it fun because you can imagine talking about contracts all day could get boring and tedious, but we always try to liven it up and make it fun and interesting. And of course, educational for the physicians. That's our main frame here is how we can educate, teach and help. And we just have a great time doing this stuff.

HF: I love your enthusiasm, Jon, and this sounds like a very reasonable rate. Especially given the potential re turn on investment, where you could save yourself from making very expensive mistakes and also potentially really increase your compensation package.

So, I want to encourage everyone to go if you're interested at all and get the free guide. It's 10 tips for negotiating that Jon Appino has provided for us. You can find it at doctorscrossing.com/negotiating. It's going to also be linked in the show notes. I'll have the contact information where you can reach Jon at Contract Diagnostics and make it easy for you.

So again, I just want to reiterate, don't ever feel like you're being greedy or aggressive to negotiate. You work hard for your money. You put in a lot of value, this is business. If you do it politely and respectfully, you won't offend and lose the deal. So, that's my final



word, and I love to give a warm goodbye to Jon Appino. I thank you so much Jon for being on the podcast.

JA: Thank you for having me, Heather. It's always a pleasure and hopefully we'll do this again sometime soon.

HF: I would love it. Thanks so much. And don't forget to carpe that diem. Bye for now.

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[00:41:16]

Podcast details

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