Acknowledgements

This work was produced by a quad-state partnership, which includes Debra Welborn with the Arizona Association of Community Health Centers, Kena R. Norris with the Illinois Primary Health Care Association, Alvin Harrion with the Mississippi Primary Health Care Association, and Karin Guye with the Virginia Primary Care Association.

This manual is intended to be a guide for best practices relating to clinician recruitment and retention efforts, particularly as they pertain to community health centers nationwide. Materials may be reproduced, copied and redistributed without permission, but citation of the source is appreciated.

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Special thanks to the Bureau of Primary Health Care for their financial support of this project.
Recruitment & Retention of Clinicians

Introduction

This manual is the result of collaboration among primary care associations in four states: Arizona, Illinois, Mississippi and Virginia. Its purpose is to help community health centers set up a system to better recruit and retain primary care providers. The manual represents a collection of the four states’ best practice standards for the recruitment and retention of primary care providers in community health center settings. There is no single best way to recruit and retain providers. However, there are certain important steps that should be taken to ensure timely placement and lasting retention of a quality primary care provider. This manual describes some of those steps and offers sample forms to ease the recruitment and retention process. This manual also contains a listing of federal, state and regional resources that may help your recruitment and retention activities and help improve healthcare delivery within your community.

The recruitment and retention process is challenging, especially in rural areas. Although this manual focuses on primary care providers (family practitioners, internists, pediatricians, obstetrician/gynecologists, psychiatrists, psychologists, licensed clinical social workers, dentists, physician assistants, nurse practitioners and certified nurse midwives), it provides a systematic, organized recruitment and retention process for other qualified healthcare professionals.

The documents found in this manual are designed to provide accurate and authoritative information in regard to the subject matter covered. They are published with the understanding that they do not constitute, and are not a substitute for, legal, financial or other professional advice. By publication of these documents, the publisher is not engaging in such professional services; if legal advice or other expert assistance is required, the services of a competent professional should be sought.
# Recruitment & Retention of Clinicians

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Recruitment

Introduction
This section addresses steps for recruiting primary care clinicians. Recruiting the right primary care provider is vital to the day-to-day operations of community health centers. Attracting highly skilled physicians can be a slow process, but with proper planning and support from the local medical providers and key community leaders, a successful recruitment plan can be implemented. The following steps provide some of the basics that should be incorporated into your recruitment plan.

STEP 1: Assessing the need.
Determining the number of primary care providers required to serve a specific population can be a complicated process. Usually when a physician or any other clinician leaves, the first impulse is to replace that provider with one of the same specialty. But you should consider whether or not there is a true need and vacancy. Through research, you may find that a nurse practitioner or physician assistant is more appropriate or that the local demand for primary care cannot be justified by recruiting a new provider.

The easiest method for determining the primary care provider need is to take the area’s population and divide it by the number of primary care providers serving that population. (Example: 20,000 persons divided by four primary care physicians = 5,000 or a physician-to-population ratio of 1:5,000). Although this process is fairly simple, it could be misleading because this formula does not take into account primary care utilization rates of different population groups within the service area. Nor does it take into account that:

- A local population that has grown significantly during the last few years or rapid growth is forecasted.
- The current primary care providers are overworked and their practice loads are at a maximum capacity.
- Providers that are of retirement age or near retirement.
- Loss of provider due to relocation, death or disability.
- Providers may scale back practice in terms of clinic hours, patient load or scope of services.

The Demand Needs Assessment is another method for determining provider need. This method consists of: defining your service area, calculating the provider supply, calculating demand, and measuring supply versus demand.

Determining your service area
What population will the proposed provider serve? Begin by examining where most of the local providers’ and hospitals’ patients live by zip codes. Facilities that maintain electronic records often can determine local patient origin using zip codes in a matter of minutes without compromising confidentiality. If records are maintained manually, then the process may be more difficulty. If you can, try to access computerized patient origin
records, gather patient data by zip code, age, sex, payor source (insurance company) and diagnosis.

After you have defined your service area, utilize census-breakdown information by age and sex for all residents in your service area. This information can be collected through state departments or through vital statistics/health departments. The information should be collected for each zip code in your service area. Collecting census information by zip code is a rational approach because zip codes typically follow transportation systems and represent sub-county areas. If zip code information is unavailable, then request the data by county. The four types of county census data are: county, county division, enumeration district and place (city or town). If your service area is smaller than your county or if it overlaps into parts of other counties, collect the information at the county division level and obtain statistics for each county division in your service area.

You should then request the smallest age-sex group range units possible. Male and female should be separated:

<table>
<thead>
<tr>
<th>MALE</th>
<th>FEMALE</th>
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<tr>
<td>Under 5 years</td>
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<td>75-84 years</td>
<td>75-84 years</td>
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<tr>
<td>85 years and over</td>
<td>85 years and over</td>
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</table>

*Source: U.S. Census Bureau*

“Collecting age-sex groups is important because demand estimates for health care services are based on different configurations of age and gender.”

**Calculating primary care provider supply**

The American Medical Association Socioeconomic Characteristics of Medical Practice 1997 reported that family-practice physicians spend an average of 48.8 hours a week in direct patient care (the work week consists of four days and the work year consists of 48 weeks). Office visits account for 75 percent of this time or approximately 36.5 hours a week. These hours translate into an average of 111.8 office visits per week (28 patients per day). Therefore, the average family-practice physician provides roughly 5,400 encounters each year.
To determine the office visits (or appointments slots) available to people in your service area, simply multiply the number of family physicians practicing in your service area by 5,400 visits. This formula translates the number of family physicians in your area into a potential office-visit supply figure. If some of your physicians work less than full time, discount their visits per year by the percentage of full time they practice. For example, a semi-retired doctor only seeing patients in his or her office 16-20 hours per week, would account for 2,700 encounters (5,400 x .50 = 2,700).ii

Many rural providers and rural health experts contend that 28 patient encounters a day and 5,400 a year may be an unrealistically high estimate for a rural family physician who also must maintain a hospital practice, provide emergency-room coverage and handle the administrative side of a practice.iii

In comparison, the U.S. Department of Health and Human Services standard for determining office visit supply and demand per primary care is 4,200 encounters and 2,100 encounters per physician assistant or nurse practitioner.

You could use 4,800 visits as a mid-range number to determine your office supply and demand: 4,800 encounters per physician and 3,000 encounters per mid-level.

\[
\begin{align*}
FP &= \text{family physician} \\
\text{Encounters Per Year} \\ 
\text{Number of} FP \\ 
\text{Total Potential Office Supply} \\
4,800 & \times \text{___________} = \text{___________} \\
\text{PA/NP} &= \text{physician assistant and nurse practitioner} \\
\text{Encounters Per Year} \\ 
\text{Number of PAs/NPs} \\ 
\text{Total Potential Office Supply} \\
3,000 & \times \text{___________} = \text{___________} \\
\text{Total Potential FP/GP} &= \text{PA/NP Visit Supply} = \text{___________}
\end{align*}
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Calculating primary care demand
National statistics show that consumers visit the doctor an average of 2.8 times per year. By multiplying the average by the total population of your service area, you can estimate all physician encounters per year or demand.
STEP 2: Utilize health professional shortage area information
The Shortage Designation Branch in the Health Resources and Services Administration Bureau of Health Professions National Center for Health Workforce Analysis develops shortage designation criteria and uses it to decide whether or not a geographic area or population group is a Health Professional Shortage Area (HPSA) or a Medically Underserved Area (MUA) or Population.

If you have lost a primary care physician, you may benefit from your loss. You could qualify for Health Professional Shortage Area designation status through the federal government and be eligible to participate in several programs including:

- National Health Service Corps (NHSC) — provides assignments of federally employed and/or approved physicians, dentists and other health professionals to designated shortage areas.
- Scholarship Program — provides scholarships for training of health professionals, including primary care physicians, who agree to serve in designated shortage areas.
- National Health Service Corps Loan Repayment Program — provides loan repayment to health professionals, including primary care physicians and mid-level providers, who agree to serve in the National Health Service Corps in designated shortage areas selected by the Department of Health and Human Services.
- Incentive payment for physician’s services furnished in designated shortage areas — gives a 10 percent bonus payment to physicians providing Medicare-reimbursable services in geographic HPSAs.
- Higher “customary charges” for new physicians in designated shortage areas — exempts new physicians opening practices in non-metropolitan geographic shortage areas from new Medicare limitations on “customary charges.”
- Rural Health Clinics Act — provides Medicare and Medicaid reimbursement for services provided by physician assistants and nurse practitioners in clinics in rural shortage areas.

To inquire about the Health Professional Shortage Area status for your community, visit the Web site address below and search by region, state, county, discipline, metro, status and type. You also may search by date of last update or Health Professional Shortage Area score.  www.bphc.hrsa.gov

STEP 3: Gain support from your medical and business communities
After determining that recruiting an additional provider is needed, you must gain support for your recruitment efforts. By gaining support from the local medical community and business community, you can demonstrate to potential providers that they are needed and wanted in the area.

When meeting with the medical staff, present your research on how you arrived at the decision to recruit another provider. The current providers will want to know how an
additional provider will impact their practices. They must be assured that the proposed provider will address the unmet demand, not take away from their practices.

You also must address the proposed compensation package being offered to the new provider. If you plan on offering a new provider more than what existing providers earn, you should address their concerns or demands before recruiting.iv

Mid-levels will be interested in your recruitment plans for reasons other than just income, especially if the plan calls for recruiting another physician. Once you gain the medical staff’s support, go a step further and recruit at least one medical staff member to be an active member of your recruitment team.

In addition to healthcare providers, other groups from the community are important to the recruitment process and should be considered for support. They include: bankers, educators, nursing homes, home health agencies, pharmacists and therapists. Realtors and other organizations such as rotary clubs and auxiliaries, retail trade, economic development and agricultural also are important. By gaining community support, you:

- Demonstrate the community’s sincere interest in a new provider.
- Begin building a patient base for the new provider before he or she begins.
- Make the new provider and his or her family feel more welcome in the community.

**STEP 4: Form recruitment team**

After gaining support from the local medical and business community, form a recruitment team. The recruitment team approach is one of the best ways to involve the community. Community participation demonstrates to candidates that more than just the hospital or clinic wants their services. It demonstrates that the community cares enough about local health care to actually be a part of its success.

From a practical point of view, the recruitment team approach cuts down on the amount of work for any one person and assists the recruiter throughout the recruitment process. The following persons are examples of whom your recruitment team could consist:

- Community health center executive director or president.
- Community health center board members.
- Hospital administrator (if applicable).
- Clinic administrator.
- Medical director.
- Medical staff representative.
- Medical staff member’s spouse.
- Employers who recruit or are currently recruiting (if spouse or significant other is seeking employment).
- Schools.
• Residents from potential community where provider may live.
• Media.
• Civic.

To apply the team concept effectively to recruitment, each member must be assigned a specific job. This will keep members focused and ensure efficient use of the team’s time. A guideline for what the primary roles of the team include: coordinator, contact person, clerk, interviewer(s), spouse recruiter, reference and credential reviewer(s), promotion developer, site-visit team and contract negotiator. Positions are defined separately, but one person may be assigned multiple roles.

Coordinator — Makes assignments and ensures completion. The position requires a person who possesses good organization and leadership skills. When this position is combined with the contact person and the interview person (which often occurs), the ideal person needs strong interpersonal skills and salesmanship. The position usually requires approximately 20 hours per week.

Contact Person(s) — This is the first personal contact the candidate will have with your community. The contact person should have strong interpersonal skills and possess knowledge about the community and practice.

Clerk — Sends your opportunity packets to interested candidates, sends candidate information to the screening team and medical staff and tracks the status of each candidate.

Candidate Interviewer(s) — Responsible for conducting telephone interviews with all eligible candidates. The interviewer’s role is critical to the success of the recruitment and retention effort. He or she must gather as much information about the candidate as needed by the recruitment team to decide how closely the candidate matches the community and the needs of the practice opportunity. If multiple interviewers are used, they should follow the same interview questionnaire, opportunity information and instructions for conducting an interview to ensure consistency from candidate to candidate.

Spouse Recruiter — There should be at least one person on your team whose sole responsibility is recruiting the spouse. Their responsibilities include:

1. Coordinating all activities related to recruiting the spouse.
2. Determining spouse’s interest in the community versus the candidate’s.
3. Determining how well spouse matches the community.
4. Providing specific information the spouse needs about the community.
5. Attempting to satisfy spouse’s professional or career needs.
6. Providing coordinator and recruitment team an accurate assessment of how sincerely interested the spouse is in moving to the community.
Reference and Credential Reviewers — Reviewers should be from the healthcare sector. One of the reviewers must have access to the National Practitioner Data Bank. They must have an understanding of medical education and background, certification and licensing processes and the hospital privileging process. Reviewers must verify the potential provider’s qualifications and certifications including license, Drug Enforcement Agency, Medicaid/Medicare number, etc.

Promotion Developer — Create marketing materials about the community and practice opportunity and determine the best places to market your opportunity. Some examples of promotional material include brochures, CD/DVDs, video and audio tapes.

Site Visit Team — Serves as moderators and guides for the prospective provider and his or her family. Information about the provider and family should be shared with the site-visit team so they can tailor the site visit itinerary to the provider and family’s interest.

Contract Negotiator — Duly authorized representative of the organization that underwrites the compensation package. This person is usually the community health center director or personnel manager.

STEP 5: Define opportunity
Practice setting, community, and compensation are the three components that a practice opportunity is composed of. Defining your opportunity will: help you understand the strengths and weaknesses of your offer versus the competition; assist you with identifying candidates who are right for your opportunity; and help candidates better understand whether your opportunity and community is right for them.

Practice Setting
- What primary care specialty are you seeking?
- Are you specifically seeking an MD or DO?
- Board certified?
- Experienced or new graduate?
- Foreign medical graduate (J-1 Visa physician)?
- Nurse practitioner (what type) or physician assistant?
- Educational requirements and certifications?

(Source: Recruiting for Retention, 2002).

Responsibilities — Outline the scope of services you expect the clinician to provide and when and where the services will be provided. List the hours per week providers will be expected to provide clinic and hospital care. Describe the type and amount of clinical and administrative responsibilities at the office and the hospital. Describe the call expectations and coverage arrangements for the clinic, hospital and emergency room.

You also should describe the clinic facilities (size, number of exam rooms, layout, etc.). Describe the technology located in the clinic, administrative and clinical support staff and
other human and technological resources at the clinic. Also, describe the location of the clinic in relation to the hospital and nursing home in miles and minutes.

If the opportunity is hospital-based, then describe:
- Number/type of beds (acute care, swing beds, etc.).
- Age and condition of facility.
- Technology available (depending on special interest or importance to specialty).
- Scope of services, departments, clinical and administrative human resources.
- Relationships with tertiary sponsorship/ownership.
- Hospital privileging process.

If the opportunity is clinical based, then describe:
- The size of the facility.
- The layout, age and condition of the facility.
- The technology available.
- The administrative and clinical support staff.
- Other human and technological resources at the clinic.
- The location of clinic in relation to the hospital and nursing home.

Other Healthcare Resources — List or describe other healthcare facilities, providers or services available in the community, such as public health, mental health or substance-abuse counseling, physical therapy and rehab and dental services. Describe the emergency medical system in terms of level of care, types of transport and distance in miles and minutes to advanced care facilities.

STEP 6: Define benefits/fringe
Establishing a fair and competitive compensation arrangement for clinicians is essential to the continued growth and success of any community health center. Increasing local competition by organized medical groups, such as health maintenance organizations, proprietary hospital corporations, and large group practice associations put pressure on health centers to offer both financial and professional incentives that will entice physicians to practice in community health center environments.

Compensation arrangements should attract and retain competent healthcare providers, provide incentives for productivity and professional development and be consistent with federal and state laws. Moreover, these arrangements should be responsive to changes and easy to administer.

Physicians should be compensated based on their training and any additional skills that might benefit the health center. However, they should be compensated for only those skills required to meet the needs and goals of the health center.

The following list is a sample of some questions to help determine what skills a physician needs for your practice.
1. Does the physician need to speak another language?
2. Is prior urban or rural clinical experience required?
3. Does this position require the physician to be board certified or eligible?
4. Is any special education required of a physician in this position other than residency program or internship?
5. Is the physician expected to see more patients than usual for this specialty?
6. Is the physician’s prior experience or employment important?
7. Are staff privileges at a local hospital required of the physician?
8. Is the physician required to fulfill any continuing education requirement in addition to those required for state licensure?
9. Will the physician be required to work more than a 40-hour work week?
10. Will the physician be required to assume any management or administrative responsibilities?

Ascertaining the clinician’s needs and wants before negotiations

Often, negotiations determine the course of the future relationship between health center and the clinician. Therefore, it is important that the health center conduct a pre-negotiation assessment of the wants and needs of the clinician while also focusing on the health center’s ability to accommodate those needs.

The recruitment phase offers the health center its most important tool in contract negotiation — information. The clinician will reveal information about his or her wants and needs, leading to successful negotiations. Factors that should be considered by the health center during recruitment are:

- **Dollars** — what are the clinician’s financial needs? This can include outstanding student loans or need for a down payment on a house. While it may be inappropriate to confront a candidate with these questions, the answers are often revealed during the recruitment phase.

- **Vacation/time-off** — many clinicians today are motivated by quality-of-life issues. More time off is often an effective incentive, even if it means less pay.

- **After-hours duty (call)** — this is foremost in the minds of all physicians and some other clinicians. How much call, when it is, and with whom it is shared need to be considered prior to recruitment.

- **Fringe benefits** — Different benefits for different employees are becoming more and more popular. Consider automobile stipends, deferred compensation and other innovative benefit packages. The limit is imagination, inventiveness, and flexibility of the parties.

- **Administrative duties** — some physicians are content with only a medical role; others will want to play a part in the administration and management of the health center. By being flexible, a health center can cater to both approaches. If a
clinician accepts both administrative roles, it is important to formally recognize the two roles so they will not feel abused.


Assessing the Clinician’s Needs and Goals — The establishment of a clinician compensation plan should include a thorough assessment of the clinician’s personal and professional goals. This assures a satisfactory balance of direct compensation, benefits and/or financial incentives.

The clinician’s professional needs to consider are: income, benefits, time off, academic affiliations, administrative and management interest, hospital practice and research projects. Information about the clinician’s personal life may influence the compensation package offered. This may include: age, marital status, family commitments, hobbies, religious preferences and occupation and activities of the spouse.

Selecting Compensation Arrangements — Flexibility is the key to offering a compensation plan that not only is competitive with the local market and protects the financial interest and operating budget of the health center but also is tailored to meet the physician’s needs and provide an incentive for productivity. Compensation packages can be as simple as a guaranteed yearly salary or as complex as a base salary, benefits, incentives and bonuses. Compensation arrangements are never permanent and should be periodically modified to protect the interest of all parties. Grants or contracts may affect the use of grant or contract funds for certain compensation plans. If the contract or grant does not specifically allocate a fixed amount of money to a compensation plan, then the money serves as a foundation for the center’s budget, allowing management personnel to allocate funds towards the compensation plan.

Straight Salary — Fixed amount of money paid to the physician either weekly or biweekly. It is simple to administer and may be used in combination with other plans. Although the straight salary method of compensation controls operating costs, it alone provides no incentive for productivity. The salary should be adjusted regularly to reflect economic conditions, the costs of providing services and local competition.

Fee-for-Service — The fee-for-service compensation plan is based on a fee schedule for service provided. The fee-for-service plan provides the physician with an incentive for generating new business and controlling overhead.

A compensation plan should induce a physician to be a productive and contributing member of the health center. Some health centers offer financial incentives as part of their overall compensation packages. With incentives, the more a physician accomplishes or produces, the more pay or other benefits he or she receives.
Incentives can be based on a variety of factors, including one or more of the following:

- Total revenue.
- Patient volume.
- Hours worked.
- Gross revenue.
- Patient types.
- Hospital revenue.
- Off-hour patient consultations.

**Offering Fringe Benefits** — Fringe benefits are often a significant portion of a compensation plan. Some medical organizations and other businesses offer a flexible or “cafeteria-style” benefits plan, which allows the individual employee to select certain benefits instead of additional cash income. This system allows the organization to control cost while provide employees with the flexibility of choosing benefits that meet their particular needs. The following list contains benefits other than cash compensation that can be offered:

- Malpractice insurance.
- Health insurance.
- Dental insurance.
- Life insurance.
- Disability insurance.
- Survivor’s benefits.
- Moving expenses.
- Retirement or pension plan.
- Tax-deferred annuity.
- Professional licensing fees.
- Professional society dues.
- Textbooks, reference manuals, journals.
- Payment for jury duty.
- Military leave.
- Bereavement leave.
- Tuition, travel, per diem for continuing medical education.
- Registration, travel, per diem for professional meetings.
- Sabbatical leave.
- Leave without pay.
- Sick leave.
- Holidays.
- Vacation.
- Maternity/paternity leave
- Financial and release time for research.
- Automobile expenses.
- Leave for volunteer and community work.
- Deferred compensation.
- Profit sharing.
- Compensatory time.
- Loans.

**STEP 7: Defining your candidate**

Now that you have defined who you are and what you have to offer, you must define to whom you want to offer the position. Who is the ideal person for your practice opportunity and for your community? What professional and personal traits does he or she possess?

Identifying the ideal candidate should begin by bringing together your entire recruitment team, other key stakeholders from the healthcare system and from the community at large for a brainstorming session.
1. Define the ideal candidate. Personal and professional background should be highly compatible with the needs of the health care system and with the personality of the community.
2. Each group member should list the professional attributes needed for your opportunity such as: specialty, scope of clinical knowledge and expertise, etc.
3. Share items from each member’s lists to promote building upon each other’s ideas.
4. Record all comments.
5. Go over the list to clarify, discuss, change and gain consensus on characteristics contained in each list.
6. Prioritize characteristics by voting on the list.

The purpose of developing the ideal candidate list is to involve the community in selecting its next primary care provider. The closer your next provider matches the community’s stated expectations, the more pleased the community will be with the provider, thus increasing patient utilization.

The process of defining the ideal candidate also prepares you for the next two phases of the recruitment process: Searching for candidates and screening candidates.

**STEP 8: Create a recruitment budget**

Physician recruitment is costly, both in dollars and time. A budget will give you an idea of all the different types of costs involved in the recruitment process over and above the compensation package. Some items to consider in developing a recruitment budget include:

**Promotion/Publicity**
- Includes photography, artwork, video, etc.
- Printing (display ads, brochure, flyer, duplication).
- Materials (stationary, envelopes).
- Advertising (journals or other media such as Internet).
- Recruitment firms.
- Direct marketing (mailing lists, postage).
- Person-to-person recruitment (residency programs including travel, conference).

**Candidate Screening**
- Phone interviews.
- Credentials check (National Practitioner Data Bank, credential verification, other).
- Reference checks (phone interviews, etc).

**Site Visit and Personal Interviews**
- Airfare.
- Ground transportation.
• Lodging.
• Meals.
• Mileage reimbursement.
• Site visit/social gathering (caterer/sponsored meal).

**Personnel**
• Current personnel (time away from primary duties, bonus pay for extra duties).
• Temporary personnel (hired local recruitment coordinator, *locum tenens* coverage until new provider is recruited).

**Other Costs**

*Potential Barriers to Recruitment and Retention* — The following checklist can assist you in identifying weaknesses or barriers to recruiting and retaining providers in your community. For each barrier, try to develop a strategy for removing or minimizing that barrier.

• Few benefits.
• No- or low-compensation guarantee.
• Excessive call and coverage schedule.
• Few professional opportunities for spouse.
• Poor clinic billing and coding practices.
• Lack of experience practice managers in your office.
• Inter personal conflicts between hospital and physicians.
• Turmoil in leadership.
• No other local physicians.
• Large Medicare/Medicaid population.
• Lack of basic consumer services and amenities.
• Inadequate clinic facilities.
STEP 9: Searching and generating candidates
Numerous sources are available to recruit physicians and are listed below. Each should be carefully considered for application in your community and to be sure that the particular recruitment effort is affordable.

Residency programs — Residency programs focus on primary care such as family practice, obstetrics and gynecology, pediatrics, internal medicine, nurse practitioner, dentistry and psychiatry. A one-page announcement on your practice opportunity, which is suitable for posting on a bulletin board, can be sent to the directors of the various residency programs.

Other organizations — Sources for primary care providers include: primary care associations, primary care offices, state office of rural health, public health departments, Area Health Education Centers (AHEC), national medical associations, National Health Service Corps, and preceptor programs.

State medical associations — Medical associations are excellent sources for physician recruitment. They can publish vacancies and provide lists of available physicians by specialty. In addition, they sponsor activities to increase their membership by recruiting recent graduates in the specialty areas in which you may be recruiting.

Advertising — Advertising can be an effective recruitment strategy, although expensive. There are several publications and media to consider including:

- Professional Journals (Journal of the American Medical Association, New England Journal of Medicine, etc.).
- Web sites and other publications.
- Newspaper ads.
- Direct mail.

Recruitment Firms — A number of placement bureaus and consulting firms specialize in recruiting physicians. If you decide to use a placement bureau, shop around.

STEP 10: Screening candidates
Screening the candidates includes interviewing the candidate, spouse and family, checking references and credentials and conducting the site visit. The initial step in screening a candidate is usually done during the first telephone call. During that call, determine if a candidate is interested in the position and if he or she is qualified, as well as suitable for the practice opportunity.

Before you invite the candidate to your community for an interview, check his or her references. This will save valuable time and money and avoid raising the expectations of the community unnecessarily. When checking references, it is important to:

- Ask for written and verbal references from those individuals listed by physician.
- Check references other than those provided by the candidate.
- Contact the medical director or administrator of the candidate’s previous place of employment.
• Contact the chief of staff or administrator of the hospital where the candidate has had staff privileges.
• Contact the president of the local medical society.
• Have a member of the medical staff make telephone calls to other physicians for reference checks, if possible.

In reviewing the application form and credentialing verification, significant gaps in the history of the provider’s education or experience should be noted. If possible, any areas of concern should be discussed with the candidate and the responses verified with a third party. In addition, inquiries into the candidate’s professional and personal background should be conducted. The medical group practice or the hospital where the candidate will seek privileges should request information from the National Practitioner Data Bank.

A thorough assessment of personal background will include checking credit, driving and criminal records. A credit check can reveal a great deal about the provider candidate. Credit records may reveal financial problems, including foreclosures and bankruptcy. A candidate may wish to relocate because he or she has some problems in the current community, such as an inability to get along with patients and colleagues, substance abuse, or criminal behavior. Any applicant who appears anxious to join a practice without any investigation of the practice and community should be viewed with suspicion.

• Use references given by the candidate.
• Contact the director of the residency program.
• Ask the residency program director for the names of at least one faculty person and one attending clinician as a reference.

STEP 11: Interviewing candidates

Once the recruitment committee or administrator has identified interested, qualified and compatible physicians and the references and credentials have been checked, the next step is inviting the candidate for a visit. Many healthcare facilities invite the spouse and family or significant other. Each facility must decide whether or not it will reimburse candidates for all or only part of the travel expenses.

Commonly Asked Questions by Candidates and Spouses or Significant Others
(Source: National Health Service Corps, Rural Recruitment and Retention Network, and Idaho Rural Health Education Center)

Medical questions
1. Why is a new provider needed?
2. Does the medical community support the recruitment of another provider?
3. How many providers are currently in the community?
4. Why did the last provider leave?
5. How do the providers work with each other in the community?
6. What is the licensing process in the state?

Practice questions
1. Where is the practice located?
2. How many patients are there in the community?
3. What is the payor mix of the patients (Medicaid, Medicare, private insurance, uninsured)?
4. What is the call schedule?
5. Are hospital privileges required?
6. What locations are available for office space?
7. What types of technology and equipment are available at the office?
8. What types of support staff are at the facility?
9. Which services will be provided at the facility and which will be provided by other sources?
10. How far is the nearest hospital?
11. Where are the consulting physicians? Referrals?
12. What type of emergency transportation is available?
13. CME allowance?
14. What type of support will you provide me in developing my practice?

Community Questions
1. What types of employment opportunities are available for my spouse/family?
2. What types of educational opportunities are available?
3. What types of housing are available in the area?
4. What does the local school situation look like?
5. What types of churches are in the area?
6. What is the social, recreational, entertainment and cultural activities are available?
7. What kind of environment does the community offer?
8. What types of shopping and other consumer services are available locally?

STEP 12: Interviewing the spouse (or significant other) and children
Most recruiters agree that in order to recruit a physician, the spouse or significant other and family also must be recruited. The spouse or significant other play critical roles in the physician’s decision to work, live and remain in a community. Even if the physician finds the practice suitable, he or she is unlikely to accept the position if the community cannot meet the needs of the family.

A relationship must be established with the spouse or significant other during the initial telephone contacts before the visit, if possible. The professional and personal needs of the spouse can then be better addressed during the visit. Information on nearby colleges and universities, employment opportunities, housing and recreational and community activities can be forwarded to the spouse/significant other. A good way to introduce the physician’s family to the community is by sending copies of the local newspaper to the family. You also should include a map or information from the chamber of commerce, community development authority or your state’s visitor center.

STEP 13: Conducting a creative site visit
Following the screening process and establishing relationships with the spouse or significant other and family of the prospective physician, arrange a site visit. The purpose of the site visit is to sell the opportunity to the provider and his or her family. Ideally, a site visit should be between two to four days and allow the physician and family ample time to meet key members of the medical and local community, as well as time to explore the community on their own.
Creative things that could be included in the site visit include:

1. Meeting key community leaders and medical staff away from the community health center.
2. Participation in an activity (as an ice breaker) that may allow the physician and his or her family to see the selling features of the community. If possible, include the key community leaders and medical staff in the activity.

Being creative in your site visits demonstrates to the prospective physician that you listened to what they value in their professional and personal lives. Even if you decide to stick to a conventional site visit, you could create a virtual site visit showing the provider the fun and relaxing things available to them in your community.

The community should be portrayed as it normally appears, but highlighting its strengths or selling points. Honesty is the best policy in promoting an opportunity. If a provider has been misled during any of the initial discussions about the opportunity, any misrepresentations will be revealed during the site visit.

A well organized site visit provides the opportunity to assess some of the more subjective aspects of the candidate and to better judge the candidate’s compatibility with members of the practice and the match between the candidate, his or her family and the community. Site visits consists of three stages: planning the visit, conducting the visit and follow-up afterward.

There are several ways to conduct a site visit, but there is no one “sure-fire” way. In other words, what works for one provider may not work as well for the next provider. In planning a site visit, be flexible. Apply the information that you learned about the provider and his or her family to developing the itinerary for the site visit. For example, if the provider has mentioned that he or she has a special interest or a family member has a special interest or need, such as sailing or shopping, be sure to include some information about those special interests. Too often, communities use the same general itinerary for every candidate, which ignores the fact that each candidate has uniquely different interests in your opportunity and community. The most effective site visits are those that tailor the itinerary to the candidate and spouse’s interests and preferences. Of course, this can only be achieved when you know enough about the candidate and spouse to decide what would interest them about your opportunity and community.

Avoid conducting a site visit with a candidate and spouse who also are planning to visit other opportunities in your state or in neighboring states on the same trip. While such multiple-site visits may save each community on the tour some money, you risk paying for candidates who simply use the multiple-community site visit as an expense-paid tour of your state. The sincerely interested candidate will find time to make the trip just to your community, especially if you pay for the trip. The site visit is too important to risk sharing the candidate and spouse’s attention with the competition.

The site visit should balance professional and personal venues. In general terms, a properly organized site visit itinerary will include ample time to:

1. Tour and experience the community - first with an escort and then alone-allowing the candidate and spouse to see the pros and cons of your community.
2. Tour the clinic location of the practice.
3. Meet and visit with each physician one-to-one, unless it is very large practice, in which case it may be more appropriate to select several key members of the medical staff to meet with one-to-one.
4. Visit at length with the lead medical staff member on the recruitment team.
5. Tour the hospital and meet key hospital staff members, especially the administrator and the director of nursing.
6. Tour other relevant healthcare facilities.
7. Visit places of particular interest to each candidate and spouse — ask them before the site visit.
8. Have a social gathering with the recruitment team.
9. Conduct a business interview between the recruitment coordinator, contract negotiator, the benefits coordinator at the practice site and the candidate.
10. Ask the spouse what he or she would like to do or see while the candidate is involved in itinerary stops of professional concern. In case he or she does not have a long list of interests, create an itinerary to be led by the spouse recruiter.
Sample site visit

Site Visit Itinerary

Dr. Who and spouse, Cathy.

Note: Candidate and spouse are accompanied by the Site Host at all itinerary stops, except when candidate and spouse are provided private time.

Thursday
5:00 p.m. Pick up candidate and spouse at airport.
7:00 p.m. Check in at hotel.

Use the drive time to explain the opportunity in more detail, introduce them to your state or area, go over the itinerary and find out if they want to make any other stops not included on the itinerary.

Friday
8:00 a.m. Meet for breakfast
- medical director
- executive director.

9:15 a.m. Conduct brief drive-through of the community to orient candidate and spouse to the community.

10:30 a.m. Tour clinic location of the practice opportunity

Visit each physician or midlevel one-to-one, allowing at least 15 minutes per visit
- visit clinic director
- introduce to other clinic staff.

Spouse Itinerary:

Friday
9:30 a.m. Tour of elementary school (or school appropriate to children’s ages).
- visit principal and/or school counselor, teachers for grades appropriate to the age of the candidate’s children.

10:30 a.m. Meet with the medical staff’s spouses at a colleague’s home.

If spouse followed a different itinerary on the first morning, he or she should join the candidate for lunch, providing the spouse an opportunity to meet the medical staff and hospital representatives.

Noon Lunch at health center’s board or conference room
- medical staff
- board chair or representative.

1:15 p.m. Meet with candidate and spouse to discuss morning’s activities.
This brief meeting serves two purposes: 1) to provide the chance to address any questions or concerns that the candidate may have from their morning visit while the concerns are fresh in his or her mind, and 2) to assess and adjust to any changes in the candidate and spouse’s level of interest in the opportunity.

**2:00 p.m.** Tour other health care facilities and/or meet other providers in the community or key civic leaders.

**3:00 p.m.** Conduct guided tour of community
- Shopping/consumer services.
- Restaurants.
- Neighborhoods and subdivisions.
- Immediate countryside.
- Scenic locations.
- Unique sites and places that appeal to the interests of the candidate and spouse.
- Stops requested by candidate.

**5:00 p.m.** Drop the candidate and spouse off at the hotel.

Provide them with a vehicle for touring the community by themselves.

*In the months when sunset is between 5 p.m. and 6 p.m., you may want to adjust the itinerary stops to allow the spouse some daylight hours to see the community on his/her own.*

**7:30 p.m.** Dinner at local supper club
- Medical staff and spouses.
- Board representatives.
- Health center and hospital administrators.
- Key civic leaders.

If the candidate and spouse have an opportunity to visit with the dinner guests earlier in the day, the dinner will be more relaxed for all involved, especially the candidate and spouse. A word of caution: existing medical staff and spouses may use dinner as a rare opportunity to spend some quality time with one another, unwittingly ignoring the candidate and the spouse. A little coaching or rehearsing beforehand may help dinner guests remember the primary purpose of the site visit and dinner.

*Saturday*

**8:00 a.m.** Breakfast — discuss the previous day’s events and address any concerns.

- Site visit hosts
- Realtor
- Any medical staff members or other key person who could not meet with candidate and spouse on previous day.

*Advise the realtor that he or she is responsible for being a guide on what will be a “tour of homes” that matches the particular interests of candidate and spouse. This is not a home sale*
However, the realtor should be ready to answer questions regarding mortgages, lending rates, resale market, current and future market values, seller motivation, and so on. However, the realtor should be ready to answer questions regarding mortgages, lending rates, resale market, current and future market values, seller motivation, and so on.

Noon          Lunch

Meet with any key persons who have not had an opportunity to meet with candidate and spouse at an earlier time during the site visit.

1:00 p.m.     Self-guided Tour of Community

Provide the candidate and spouse a vehicle.

3:00 p.m.     Business Interview

Administrator of recruiting organization and the candidate meet to discuss the opportunity and the details of the offer, if appropriate.

Present a letter of intent or draft contract if the candidate interests you and indicate the number of days he/she will have to consider your offer.

5:00 p.m.     Return to the airport

Take advantage of the return drive to draw out and address any concerns that may be preventing the candidate and spouse from pursuing your opportunity.

Give the candidate and the spouse a gift or memento of their visit to your community—something unique to your community would be ideal.

7:15 p.m.     Flight departs

Other suggested itinerary venues

**Personal Venues**

- An airplane tour of your area.
- An opportunity to experience a popular activity in your area that is of interest to the spouse and/or candidate, such as horseback riding, whitewater rafting, hunting, fishing, boating, cross country or downhill skiing, and so on.

**Professional Venues**

- A visit to the regional medical center and key consulting and referral specialists in the regional medical center community used by your medical staff.
- Spouse of family practice residents on site visits.

(Source: National Rural Recruitment and Retention Network, 2002.)
Sample letter of intent

Dear Dr. Who,

On behalf of Dr. Pepper and the administration and medical staff of Rural Community Health Center and Hospital, we are pleased about your interest in helping patients in the XXX, area and practicing at the Family Medicine Clinic.

Please accept this letter as a description of the compensation-and-benefit package we discussed during your site visit to our community on DATE. Keep in mind that this a preliminary letter of agreement. It may not be all-inclusive. We can discuss further details and incorporate them into our final agreement.

Our discussion included the following parameters:

1. A first-year salary of $110,000.
2. Three weeks vacation and one week for CME.
3. Reimbursement for approved CME sources (including travel expenses) up to $2,000.
4. Health insurance for you and your family.
5. Disability insurance.
6. Life insurance.
7. Retirement program participation.
8. Malpractice insurance.
9. Practice management and marketing assistance.
10. Relocation allowance up to $10,000.

In addition, Dr. Pepper and Dr. Feelgood will facilitate the implementation of the call coverage plan discussed over lunch. This plans for the following:

- Every second weekend off, occasionally every third weekend off, depending on all physicians CME and vacation plans.
- Coverage every fourth or fifth night for your clinic patient practice.
- Sharing emergency department call along with all Rural Hospital active staff, every fourth night.

Again, although there may be some details to work through prior to our signing a contract, we want this letter to serve as a formal offer of our position. By your signing and returning this letter, we will assume your acceptance of this position, and we will cease further recruitment efforts and begin formalizing the final letter of agreement. We look forward to your response by DATE.

Dr. Pepper and everyone at Rural Community Health Center and Hospital are looking forward to working with you. We eagerly await your reply.

Sincerely,

Will U. Sign, Coordinator
Rural XXX, Recruitment Team

(Source: National Rural Recruitment and Retention Network, 2002.)
Follow-up after the visit
If you want to hire a physician, an offer can be made before he or she leaves the community. A letter can be sent to the physician following the visit documenting what was discussed. The administrator or board member also should telephone to confirm the clinic’s interest in hiring the physician and to get a commitment from the physician. Once the physician makes a commitment, a signed agreement should be obtained.

If the physician will be relocating, someone should be responsible for assisting the physician and his or her family in the relocation process. Living accommodations, spouse’s and children’s interests, school registration, religious and social affiliations, banking concerns, as well with clinic matters, all may need attention.

Develop and implement a retention plan
If you recruited a primary care provider using the recruiting for retention approach, paying particular attention to matching the candidate’s characteristics (ideal candidate) to attribute to the needs of your community (opportunity development), you have already done a considerable amount of retention building. In fact, by ensuring a good match between the provider and the community, you have built a solid foundation for retention. Without such a foundation, all ongoing retention-building activities will have little impact on retaining a provider who does not fit your community. The closer the practitioner and spouse’s interests match community, the more likely the provider and community will be satisfied with one another over the long run.\(^x\)

Once the new primary care provider begins practice in your community, you must implement strategies that accomplish the following objectives:

- Welcome and orient the new practitioner and spouse to the medical community.
- Welcome and fully orient the practitioner, spouse and family to the community.
- Anticipate and address concerns or issues that may encourage the physician, spouse or family members to want to leave the community.
- Allow ample time for the practitioner to enjoy life beyond the practice.
- Reduce the sense of professional isolation and career stagnation often experienced by rural providers.

How these objectives are accomplished depends largely on the community, the new provider and spouse, and their children. But the common thread that runs through all these objectives is the need to communicate regularly with the provider and spouse. Some specific retention activities that have proven helpful in rural communities are:

- Providing practice management and marketing assistance.
- Assisting in securing start-up loans.
- Holding regular professional progress evaluation meetings with the provider to discuss morale and professional satisfaction concerns and issues.
- Sponsoring periodic social gatherings of the medical staff, their spouses and families.
- Assigning a mentor to orient the new provider and help integrate him or her into the medical community.
- Keeping the call schedule light — one out of every four days or less, if possible.
- Funding career and personal development opportunities for the provider and spouse.
- Providing opportunities for peer interaction outside the community.
- Developing telecommunication links to practitioners in other communities and to medical education and support resources.

(Source: National Rural Recruitment and Retention Network, 2002.)

Retention-building activities such as these should be ongoing. They can be applied to all primary care providers in the community, as well as to other valued health professionals. You should always be aware of how satisfied or dissatisfied a provider and spouse are with the practice or the community. If you are unsure how they feel, ask them.

When a medical provider leaves your community, learn something from your loss. Determine the reasons behind his or her decision to leave and try to address them before you begin recruiting a replacement.

From the loss of a provider, you first of all should learn that recruitment is an ongoing task. Very few practitioners remain in one community or practice location for their entire career. Like American society in general, primary care providers are becoming more transient. Since they are in such high demand today, primary care providers are especially apt to be lured away from rural areas with promises of less work and more pay. Too many communities are surprised by the loss of one of their primary care providers and are not prepared to quickly replace him or her. Delays in recruiting a new provider cause deterioration in access to care for residents and place the entire rural healthcare system at risk because of diminished revenues and referrals. Even when you have your full complement of providers, continue to cultivate relations with potential candidates by:

- Becoming a rural training site for medical students, primary care residents, and midlevel provider students.
- Staying in touch with these residents and students after they finish their rotation in your community and long into their careers.
- Encouraging medical staff members to cultivate a rapport with potential candidates at continuing medical education conferences.
- Bring in locum tenens (temporary coverage) providers who also may be on the lookout for permanent practice opportunities.
- Subscribing to candidate sourcing services.
Sample generic health care provider recruitment plan
It is imperative to have an all-encompassing recruitment policy for your organization.

Sample recruitment policy:
To develop a long-range recruitment plan; organize a recruiting schedule based upon the historical supply and demand for each major healthcare discipline; and implement the plan within the organization.

A goal should be developed for each discipline (that is, primary care, specialists, ancillary).

Sample goal:
To recruit _____ (number) primary care physicians this year based on resignations, terminations, attrition or growth.

Strategies, structure, and ongoing activities are important to the process.

Sample strategies:

- To concentrate our efforts on health care professionals who are completing training programs, government obligations or military service.
- To anticipate the competition by contacting prospects early.
- To have a continuous, year-round schedule.

Sample structure:

- The official recruiting cycle for fadfa__________ (Name of teaching institution/program) will commence ________________ (Month and date) of each calendar year.
- All recruiting efforts within the institution will be coordinated through the human resources/personnel department/coordinator or his or her designee.
- The organization’s recruitment committee will review the recruiting objectives no later than February 1 of each year.

Sample of ongoing activities:

- Complete follow-up action with healthcare professionals who have interviewed.
- Schedule site visits for healthcare professionals from previous recruiting efforts.
- Obtain legal contracts for healthcare professionals who will commence practice.
- Recruitment committee will meet at least quarterly to review plan of action and develop strategies for implementation.
- Attend as many in-state health professional recruitment fairs as possible.
Sample annual recruitment plan

Quarterly Activities

JANUARY – MARCH

Survey active medical staff to determine:

- Provider needs/practices needing assistance
- Need for new practices in the community.
- Hospital-based physician needs for calendar year.
- Mail second recruitment letters to practicing physicians (first letter sent in October).
- Compile statistics from January medical staff survey.
- Prepare for initial provider/practice assessments.
- Complete follow-up action on providers who have completed site visits in December and January.
- Establish funding limits for calendar year from finance department.
- Prepare opportunity descriptions.
- Update printed recruitment materials.
- Identify residency programs and contact program directors/advisors.
- Identify recruitment conferences and exhibit possibilities.
- Meet with the provider recruitment committee to explain this year’s campaign and their involvement (for example, interviews). Fine-tune the campaign with their input.
- Conduct initial provider/practice assessments to clarify provider recruitment needs in response to January medical staff survey.
- Mail second recruitment letter to next year’s graduating residents/professionals (first letter mailed in October).

APRIL - JUNE

- Begin preparation for regional residency marketing seminar (seminar about how to market practices and what to expect in recruiting).
- Meet with administrator to establish recruitment priorities.
- Send third recruitment letter to next year’s graduating residents/professionals.
- Semi-annual physician/provider manpower recruitment committee meeting.
- Assist newly recruited providers by facilitating their arrival and transition.

JULY - SEPTEMBER

- Register a search with the AMA and other placement services.
- Contact physicians in government service (National Health/Indian Health Service Corps).
- Write other healthcare administrators in the region regarding a search for a healthcare provider for the community.
- Contact state licensure board for names of provider licensees and send letters to.
- Inform pharmaceutical and and medical supply vendors of provider searches.
• Contact military installations in region for names of providers leaving service and ask about opportunities to communicate with them.
• Contact medical specialty associations to obtain information on meetings, publications and placement services.
• Identify provider recruitment opportunity fairs for the coming year.
• Nursing associations.
• Medical school or residency physician opportunity fair.
• Nurse practitioner programs (state colleges or universities).
• Dental programs.
• Request medical school alumni affairs office to publicize opportunities.
• Post employment opportunities/vacancies with state health department, medical/residency programs and state primary-care associations.
• Obtain available provider computer lists for mailing to next year’s graduating residents/professionals.
• Visit residency/provider training programs.
• Contact military physicians younger than 45 years.
• Send fourth recruiting letter to graduating residents/professionals (in final year).
• Conduct consumer research to further identify need for physicians and providers.
• Write and place national journal ads for November and December to target practicing physicians and providers.

**OCTOBER - DECEMBER**

• Continue residency/health provider training program visits.
• Meet with administrator to establish recruiting priorities for the coming calendar year and prepare for next month’s provider recruitment committee meeting.
• Send letter of introduction to next year’s graduating residents/professionals (second letter to be sent in March).
• Contact academic physicians younger than 45 years.
• Mail letter to practicing physicians/providers (second letter to be sent in January).
• Semi-annual provider recruitment committee meeting.
• Prepare medical staff survey to identify provider manpower needs and issues.
Sample follow-up letter

DATE

Jane Doe
1 Doctor Lane
Anytown, United States 12345

Dear Dr. Doe:

The community profiles that you requested on opportunities in our state are enclosed. Please contact our office so we may discuss any questions you have and determine your level of interest.

The (your organization) is responsible for primary care needs assessment and recommendation of placement of health professional recruitment, coordination of National Health Service Corps (NHSC), foreign providers. (Your organization) also provides technical assistance to community-based sites, serves as a clearing house for information on primary care services, and provides recommendations in regards to health professional shortage area designations.

The office assists in the development of health professional students through exposure to a variety of opportunities through our SEARCH (Student/Resident Experiences and Rotations in Community Health) Program. Unlike professional search firms, we do not profit financially from our placements. Instead, our interest is in providing quality medical care to our residents by increasing the number of primary care providers within the state.

If you have not made a practice decision and would like to review updated information on other opportunities, please advise this office. However, if you have made an employment commitment, either in our state or another state, please advise our office so that we may update our files.

If this office can be of further assistance, do not hesitate to contact us at (xxx) xxx-xxxx.

Sincerely,

Morton Brown
Medical Placement Services
Sample final follow-up letter

DATE

John Doe, M.D.
1 Doctor Lane
Anywhere, United States 39046

Dear Dr. Doe:

We have not communicated in quite some time. I hope that your interest in practice opportunities in our state has not changed.

If you have not selected a practice site and would like to review additional and/or updated information on specific opportunities, please call to let me know. I will be more than happy to facilitate your contact with communities of interest.

If, however, you have already selected a practice site, either in our state or in another state, I would still enjoy hearing from you and learning of your decision. Either way, if I have not heard from you within thirty (30) days, I will assume you are no longer in need of our services.

Should you need our assistance in the future, please do not hesitate to call. Thank you very much and good luck in your career endeavors.

Sincerely,

Morton Brown
Medical Placement Services
### Graphic Summary of the Recruitment Process

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<td>Develop health professional plan</td>
<td>Identify new candidate</td>
<td>Provide description of opportunity (ies)</td>
<td>Provider sends CV</td>
<td>In-depth phone interview</td>
<td>Complete interviewing process</td>
<td>Regular communication before start date</td>
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<td>Prepare practice assessment</td>
<td>Targeted direct mail</td>
<td>Determine interest/needs of providers</td>
<td>CV screened according to criteria</td>
<td>Prepare for site visit</td>
<td>Finalize contract negotiations</td>
<td>Professional orientation</td>
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<td>Determine role of current professional staff</td>
<td>Display at professional assemblies</td>
<td>Follow-up with requested information</td>
<td>Candidate tracking &amp; referral system</td>
<td>Provide examination copy of contract</td>
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<td>Determine salary and benefits</td>
<td>Advertise</td>
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<td>Personal follow-up with candidate</td>
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<td>Develop in-house recruitment system</td>
<td>Marketing introduction to professional sites</td>
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<td>Candidate tracking and referral system</td>
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<td>Develop promotional materials</td>
<td>Direct contacts (cold calls)</td>
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<td>Reference &amp; credential check</td>
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<td>Draft specimen contract</td>
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<td>Determine selection criteria</td>
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<td>Develop recruitment plan</td>
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Roles and tasks at various levels of the process will vary according to practice and to source, personality and individual needs of the candidate.


Linda Powell, Mountain States Group, Inc. and the Idaho Rural Health Education Center, Boise, Idaho.

Introduction
The employment of physicians, along with other healthcare providers, has become more commonplace. The relationship between clinician and their employers is largely governed by a contractual agreement. A written contract is important to both parties and ideally reflects the wants and needs of the health center and the clinician. Through negotiation, the written contract allows the employer to spell out its expectations and it allows the clinician to react and modify the agreement if possible. In some cases, the employer requires the use of a standardized contract and the terms are not negotiable. Therefore, clinicians will have to determine if the terms are still right for them. In most cases, however, some aspects of the contract are negotiable, which allows both parties to feel their needs are being heard and met.

The written agreement reflects “a meeting of the minds,” so it is imperative that the health center and clinician thoroughly understand and agree on the terms of the contract. With the assistance of a skilled attorney, the written agreement will clarify both parties’ expectations. In addition, a written agreement can assist in resolving conflict and eliminating confusion in the event a problem should arise. Though a well-written contract is essential, it is only trust and mutual respect that will allow for a smooth working relationship between the clinician and the health center.

How to use this section
The sample contracts provided in this section are for employed clinicians only. Contracts for several clinician specialties (physician, midlevel and dental), an administrative (medical director) contract, and a locum tenens contract are provided. A contract dissection of the model physician contract is included to assist the reader in becoming familiar with contract language and to serve as a guide with the typical clauses found in that and many other contracts.

Since the main purpose of a job description is to identify the essential functions of a position, it often is used as an attachment to an employment contract and details the clinician’s scope of practice. So, at the request of many primary care associations and health centers nationwide, sample job descriptions are provided for many of the contracted clinician specialist employed in a community/migrant health center. The job descriptions provided are intended as samples and should be modified accordingly to fit the organization’s needs.

The information, model contracts, and sample job descriptions in this section should only be used to serve as a guide in navigating the complex world of clinician employment contracts. It is intended to be informative only and should not be used as a substitute for qualified legal or expert advice.

Special thanks to the National Association of Community Health Centers for producing the initial model physician employment contract, which formed the basis for the other model employment agreements developed under this initiative.
Negotiating contracts
Contract negotiation is the process by which the wants and needs of the clinician are matched with the wants and needs of the health center. Negotiations are expected part of establishing a contract. The process of negotiations is often as important as the result. Therefore, deciding who is going to negotiate on behalf of the board and how they are going to conduct negotiations are crucial considerations.

Selecting the negotiator
First, the board must select a sole negotiator. Typically, the executive director or an appointed clinical director serves in this role. To keep the interests of the board and the community paramount, the person must have both the full trust and confidence of the board and the flexibility to accommodate the clinician’s priorities. The board must give the negotiator clear guidance and support. Any indication that the negotiator does not have the board’s clear direction or full confidence undermines the negotiator’s bargaining position and invites discussions and pressure from outside the formal negotiations.

Conducting negotiations
Negotiations should be scheduled at a mutually convenient time and place. Both parties should have an agenda of items to discuss and on which to agree. An inventory of basic contract provisions is a good beginning guide that should be considered.

Before the first meeting between the clinician and the negotiator, the negotiator should know which contract elements are negotiable and which are not. The negotiator should know the board’s stand on each item on the agenda, its place of relative importance for the organization, and the upper-level and lower-level limits of authority that the board has given the negotiator. It is crucial that the negotiator have clear directions from the board, ideally in form of a motion.

Once negotiations have begun, all board members and health center employees should refrain from contract discussions with either party. Only in the context of a committee or full board executive session should details of the negotiations and/or the contract be discussed. Recognizing the bargains strengths and weaknesses of both parties is important the to the negotiation process.

Clinician’s bargaining strengths
The clinician’s bargaining strengths in negotiations includes:

1. The clinician has a position of strength, if the health center has few qualified applicants. If the community and staff are positive about what they have to offer, the position will look more attractive to the clinician.

2. Power and mystique of title. The clinician is the medical expert and as such, has the health center focusing on his or her title rather than his or her professional and personal qualifications as they suit the position. The health center should remember that it is bargaining for an integral part of the healthcare team, not a framed license.
3. Relationships with staff, patients, and board members, for the clinician who is renegotiating an existing contract. When the clinician is made to feel like he or she is a valued asset, that value translates into negotiating strength.

4. Environmental factors. If the community is geographically undesirable this will give the clinician leverage in the negotiating process.

5. Cultural factors. A clinician who is culturally competent and speaks the language of the non-English speaking minority that the health center predominately serves will have his or her currency increased.

**Health center’s bargaining strengths**

_The following are the health center’s strengths in negotiations:_

1. The board’s support of the executive director or their appointee during the negotiating process, however, this mostly applies to renegotiations. If this support is not evident, the clinician can circumvent the process.

2. The rapport the executive director has with staff and other medical providers. If the executive director has a good and solid working relationship and knowledge of the staff dynamics, he or she will be less susceptible to a charge that management does not understand medical needs. Such charges undermine negotiating authority.

3. The executive director’s and the health center’s history of being fair and honest bargainers. When a clinician knows, feels and understands from others that he or she will get a fair and honest deal, then he or she will negotiate from a position of comfort rather than insecurity.

4. Environmental factors. The geographic desirability of the community, the employment of a friend of the candidate by the center, the security of family nearby and the ability to meet special spousal needs all contribute to the health center’s bargaining strength.

For purposes of negotiation, the clinician must be regarded uniquely. Whenever possible, the health center may need to be innovative and flexible in areas such as compensation and benefits. Attempting to make the clinician conform to the existing standards may be a mistake, which can cost the health center a valuable asset — a skilled medical professional. Finally, it is important to remember, the negotiation process will help to determine the course of the future relationship between the health center and the clinician.

**Contract dissection**

A typical contract is made up of many clauses and sections, which can be overwhelming to most people. The following section serves as a guide to typical clauses found in a clinician employment contract and can be used in conjunction with the model physician contract provided. Remember, it is advised that all parties seek the assistance of a qualified attorney for legal advice whenever considering an employment contract.

**Parties**

This section of the agreement should provide the precise legal names of all the parties involved. The clinician and the health center or party that issues the clinician’s paycheck should always be named in the agreement. If an outside entity, such as a hospital, is directly or indirectly responsible for the terms of the clinician’s employment then they too should be a party to the agreement.

**Scope of services**

*Medical services*

This section defines the clinician’s medical responsibilities. It is common for employers to attach a job description or a scope of medical services as an exhibit. The job description should be incorporated as a reference to the agreement and any revisions to it should require the signature and date of both parties to the agreement.

*Administrative services*

Clinicians typically are expected to perform some administrative duties within a health center. Some of these activities would include maintaining timely and accurate medical records, attending meetings and trainings, and supervising other clinical or support staff consistent with appropriate standards of care and in compliance with the employer’s policies and procedures.

*Work schedule*

Whenever possible, the agreement should include the general hours a clinician will be required to work. A statement that the schedule and responsibilities may be modified at the discretion of the health center will allow for flexibility on the employer’s behalf.

*Health center facilities*

Ideally, the agreement names the health center site in which the clinician will be employed; however many community health centers have multiple sites. A statement that it is to the center’s discretion to require the clinician’s services at one of its other sites allows for maximum flexibility.

**Policies and procedures**

The section requires that the clinician abide by all policies and procedures established by the health center and is expected of all staff or staff with comparable duties. It should be referenced in the contract, provided as an exhibit, and/or presented to the clinician for their review prior to signing the contract. This section typically contains a statement that whenever the policies and procedures differ from the agreement, the agreement shall govern. Therefore, any changes to the policies will not affect the enforceability of the agreement.
Licensure and certification
The health center should always provide due diligence prior to hiring a clinician. A clinician should be properly credentialed, which would include but is not limited to licensure checks, verification of education and certifications, and contacting clinical references (i.e., residency directors, colleagues and employees at the clinician’s current practice). Even though the clinician may have completed the necessary credentialing, every contract should include that the clinician must remain properly licensed and meet the continuing education requirements to maintain that licensure.

In addition, if applicable, the clinician must maintain their certification with the Drug Enforcement Agency and be able to provide care under the federal and state programs of Medicare and Medicaid. Moreover, it is very important that this section spells out the expectations of any detrimental changes to the clinician’s professional information (i.e., licensure, certification, etc…) and the possible consequences of that change.

Standards of practice
This section of the agreement holds the clinician to a standard of care that is accepted by the medical community, existing laws and regulations and in accordance to the health center’s policies and procedures. It also may address the protocols and programs in which clinicians will need to participate to meet the standards and goals expected by the health center.

Inpatient care
This section of the contract spells out the requirements regarding privileges at the hospital or hospitals with which the health center utilizes for inpatient care.

On-call coverage
Many health centers require their clinicians to take call. Therefore, clinicians should make arrangements for fulfilling those duties in accordance with the clinical work schedule developed by the center. Whenever possible, the agreement should specify how call will be assigned, whether by specialty, seniority, or on an equal basis.

Contractual obligations
This section defines the clinician’s contractual responsibilities to the health center as well as outside entities such as managed care organizations and insurances. It also restricts the clinician’s ability to enter into any contracts or MOAs without the written consent of the health center’s chief executive officer.

Outside activities
As a contracted and salaried employee, this prevents the clinician from rendering services of a professional nature to or for any person or firm for compensation without expressed written consent from the center’s chief executive officer. It also requires that the clinician receive prior authorization for moonlighting activities at other facilities that are outside of the community health center’s hours of operation and whenever the clinician is on call. Moreover, the clinician is required to obtain professional liability insurance and provide a copy to the health centers to be included in their personnel file.
Credentialing
Clinicians are required to complete and maintain all credentialing requirements established by the health center and any affiliated admitting hospitals. Failure to do so may be grounds for disciplinary actions. Further details on standard credentialing requirements can be found in the credentialing section of this manual.

Confidentiality
This section requires that clinicians keep information confidential obtained as the result of their employment. The agreement also should contain a provision to protect confidential business information (i.e., personal, financial or affairs of the health center and its employees) in addition to ensuring patients’ confidential information. The clinician is prohibited from removing confidential information from the facility without the expressed written consent of the center’s chief executive officer. The clinician cannot use the information obtained for any purposes outside of those to accomplish the purposes of this agreement.

Compensation
For performance under this agreement, the clinician shall receive a guaranteed salary. Whenever possible, the agreement should list the frequency of the payments (i.e., monthly, biweekly, etc…). The agreement should state the value of approved deductions if applicable. Lastly, if there are incentive programs, such as productivity, the health center will use in addition to or instead of a fixed salary, it is best that the terms of be spelled out in the agreement.

Benefits
This section of the agreement states that the clinician is entitled to benefits provided by the health center and published in the personnel policies. It informs the clinician that these benefits may be modified or terminated in accordance with its personnel policies. That policy should be provided to the clinician prior to the contract signing.

Insurance
This section states that malpractice coverage will be available under the Federal Tort Claims Act (FTCA) or that the health center will provide commercial insurance with a stated coverage limit amount for use to conduct professional services at or on the behalf of the health center. For a clinician to have coverage under the FTCA, the health center must be deemed eligible. In addition, the services provided must be in the health center’s scope of project and the clinician’s scope of employment.

Though the professional liability is covered by the employer, it is a good idea to specify in the agreement which party (employer or clinician) is obligated to pay for tail coverage. Lastly, the clinician must maintain insurability as a condition of employment. Loss of insurability will be cause for immediate termination.

Professional license and association fees
Typically, a health center will pay for or reimburse a clinician for licensure, continuing medical educations and association fees. It should be clear in the agreement, which party will be responsible for those fees. If the clinician wants to maintain licenses and the Drug Enforcement Agency number in other states, it also should be clear which party would
pay for it. Documentation of expenses should be provided by the clinician for reimbursement and may also be required for Internal Revenue Service purposes.

**Performance evaluations**
The health center should provide an annual evaluation of the clinician’s performance. The results of the evaluation should be provided in writing and may be used to determine future pay increases and performance goals. An example of a performance evaluation can be found in the retention section of this manual.

**Term and termination**
The initial term of the contract’s beginning and end dates should be clear. Either party should give advance notice (the amount determined in the agreement) if they choose not to renew the agreement. If not, the contract usually is renewed at one-year terms in successive years. Though these rollover clauses are common, they should not be used in place of renegotiating a new contract.

Termination of the contract can be with or without cause, or with or without the opportunity to cure any problems, depending on the reason for the termination. For termination without cause, health centers should include a provision in which a specified number of days notice must be given by either party. A waiver of notice can be included and used at the health center’s sole discretion.

**Billing of third-party payers**
This section establishes whom — usually the health center — is responsible for billing and collection from patients and third-party payers and the recipient of revenue generated by the clinician’s services. It also requires that the clinician adhere to the health center’s practices regarding billing and collections.

**Capacity**
This clause states that the clinician has the authority to enter into the agreement and holds the health center harmless from any claims, actions or expenses arising from a prior contract between the clinician and a third party.

**Entire agreement**
This clause states that this agreement is entered and binding and will supersede all previous written or oral agreements. Therefore, neither party can use any previous representations if they are not incorporated into the agreement.

**Severability**
This clause allows the remainder of the contract to be saved or unaffected in the event of one or more of its clauses are determined to be unenforceable by law.

**Choice of law and venue**
The state law that governs the agreement should be specified, along with applicable federal laws. In instances where the employer operated in more than one state, an attorney experienced in laws of the relevant state should be consulted.
Arbitration
Allow parties to arbitrate the dispute instead of going to court. Arbitration is generally faster and less expensive than litigation.

Notice
Since written notice is required for many conditions of the contract to either party, this section simply addresses the acceptable means for the delivery of notice.

Notification
This restricts any modification of the agreement without the written consent of the clinician and the chief executive officer or their designees. Modification not in writing and signed by both parties shall not be binding.

Assignment
Assignment of the contract is ability to transfer an agreement of one party to a third party. In the sample contracts provided, the clinician is unable to transfer his obligations without the expressed written consent of the health center. However, the center may assign its right and obligations to any affiliate, either in a merger or any other type of reorganization.

Signatures
The agreement cannot be enforced until both parties have signed. Each party should be given a copy with the original signatures. Any handwritten additions, such as filling in blanks, should be initialed by both parties. It also is a good idea to have both parties initial the bottom of each page of the contract.
**Restrictive covenant**
A restrictive covenant, sometimes referred to as a non-compete agreement or covenant not-to-compete, is an agreement between a physician and the employer that prevents the physician from practicing in a defined geographic area following the physician’s separation from employment. A restrictive covenant is a mechanism for an employer, here the health center, to protect its patient base and resources. The following is a checklist of issues for a health center to consider when drafting a restrictive covenant provision. **However, it is important for health centers to consult local counsel because the laws regarding restrictive covenants differ significantly from state to state.**

**Considerations:**
**Duration:** Restrictive covenants may restrict a physician’s practice for as little as a few months or as long as two years, depending upon the circumstances and the relevant state law.

**Scope of services covered:** A restrictive covenant may prevent a physician from practicing in a specific specialty and/or providing services to a specific population. For example, the restrictive covenant could be drafted to prohibit a physician from providing pediatric services or from providing primary care services to patients that had been served by the health center while the physician was employed at the center.

**Geographic scope:** The geographic area covered by a restrictive covenant can vary widely depending upon where the health center is located. For example, a health center located in an urban setting may choose to limit the geographic scope of the restrictive covenant to three miles from the center because the majority of the patients live in close proximity to the center while a rural health center’s patient base may derive from a much-larger geographic area and, therefore, the restrictive covenant may be drafted to encompass a significantly larger area. As with other aspects of a restrictive covenant, the enforceable geographic scope of a restrictive covenant is dependent upon state law considerations.

**Enforceability:** A restrictive covenant should state that the parties agree that, if any provision of the covenant is found to be unenforceable by a court, the provision will be deleted or limited to what the court believes to be reasonable.

**Remedy for breach:** A restrictive covenant should clearly define what will happen in the event that it is breached.
**Model restrictive covenant**

**General.** The parties to this Agreement acknowledge that Physician, through his/her association with Health Center, will have access to Health Center’s patients and will acquire a considerable amount of knowledge regarding the Health Center’s practices, procedures, and business, including but not limited to, patient information, financial information, patient lists, patient charts and records, all of which constitutes use of such information and good will in proprietary information, as well as good will that is extremely valuable to Health Center. All parties acknowledge that Physician’s competition with Health Center would damage Health Center.

**Terms.** In consideration of the compensation and benefits paid Physician, Physician agrees that during the period in which he/she is employed with the Health Center and for [______________] years after the termination of employment with Health Center (for whatever reason), he/she will not in any manner or capacity provide [______________] services (or participate in a business entity providing such services, whether as a sole proprietor, partner, director, officer, employee, consultant, independent contractor, agent or investor) within ________ miles of any Health Center Facility. However, nothing in this Covenant Not to Compete prevents Physician from seeking and obtaining employment in [______________].

**Reasonable restrictions.** All parties agree that the above restrictions on the Physician's activities subsequent to his/her separation from employment with Health Center are reasonable, proper, and necessary and do not impose an unreasonable restraint upon the Physician's subsequent business, and professional activities, or ability to earn a living in the professional practice of medicine. If any provision of this Section is held to be invalid or unenforceable, then the parties agree that the maximum restrictions that are deemed reasonable by a court of competent jurisdiction will be imposed upon the parties.

**Remedies.** Physician acknowledges that any remedy Health Center may have at law for a breach of the non-compete covenant will be inadequate and that the damages that flow from such a breach are not easily measurable in monetary terms. Therefore, Physician agrees that Health Center shall be entitled to immediate injunctive relief for any threatened or actual breach. Physician's breach of any provision of the non-compete clause will, nonetheless, give rise to monetary damages. Physician has carefully considered the nature of the restrictions placed upon him/her and the rights and remedies conferred upon Health Center under this Agreement. Physician agrees that the covenant not to compete does not unreasonably inhibit his/her right to earn a living and is necessary to protect Health Center’s interests.
Physician Employment Agreement

This Agreement is made as of this ______ day of _____________, 20__ by and between ________________________, a federally qualified health center organized and existing under the laws of _____________________ with its administrative offices at [INSERT ADDRESS] ("Health Center") and _____________, a licensed physician residing at [INSERT ADDRESS] ("Physician").

WHEREAS, Health Center operates a federally qualified health center licensed to provide primary, ambulatory health care services in _____________________; and

WHEREAS, Physician is a physician duly licensed to practice medicine in _____________________, specializing in _____________________; and

WHEREAS, Health Center wants to employ and Physician desires to be employed by Health Center,

NOW THEREFORE, for good and valuable consideration, in which the parties agree as follows:

A. Definitions

1. “Health Center Facilities” means those health care clinics or sites operated or managed by Health Center, along with the mobile vans, and any other sites, which Health Center may operate or manage, during the term of this Agreement.

2. “Hours of Operation” means those hours each day during which Health Center Facilities are open.

3. “Personnel Policies” means those policies, rules and procedures, including all amendments or modifications thereof, adopted by Health Center and approved by the Board of Directors regarding the rights and responsibilities of Health Center employees.

4. “Moonlighting” means the provision of health care services outside Physician’s professional responsibilities to Health Center regardless of whether Physician receives compensation for the provision of such services.

5. “Disability” means a physical or mental impairment that substantially limits one or more of the major life activities of Physician.
6. “Incapacity” means inability to practice medicine with reasonable skill and safety, for reasons including but not limited to impairment by alcohol or drugs, or because of mental instability that does not meet the definition of a Disability.

B. Physician’s Responsibilities

1. Employment Status.

Physician shall be a salaried employee of Health Center subject to Health Center’s policies and procedures, including its health care policies and procedures, its published Personnel Policies and procedures generally applicable to Health Center employees, and the terms of this Agreement. Should a conflict exist between Health Center’s published Personnel Policies/procedures and this Agreement, this Agreement shall govern unless specifically stated otherwise.

2. Scope of Services.

a. Medical Services.

Physician shall be available at Health Center Facilities during their Hours of Operations as shall be necessary and practical for the prompt delivery of medical services. In addition, Physician shall provide emergency services to patients when necessary and in accordance with Health Center’s policies and procedures and generally accepted standards of care. All medical services shall be provided in accordance with Physician’s job description (attached hereto and incorporated herein) and Health Center’s Scope of Project as it is defined for purposes of coverage under the Federal Tort Claims Act.

b. Administrative Services.

Physician shall devote a sufficient number of hours (as defined by Health Center) to administrative functions that shall include, but are not limited to:

i. prompt and accurate preparation and completion of records and reports of all examinations, procedures, and other services rendered by the Physician as Health Center may reasonably request, including prompt placement of such information into patient charts in accordance with Health Center’s policies and procedures;

ii. conduct of other activities consistent with appropriate standards of care;

iii. attendance at meetings, trainings, classes, or functions required by Health Center (during and/or outside of regular working hours);
iv. prompt preparation and filing of accurate and complete time records and reports of hours worked; and

v. all other documentation, records, and reports required by Health Center.

Except as otherwise specifically directed by Health Center, all administrative tasks, including completion of records and reports, shall be performed at Health Center Facilities and at no time shall Physician remove any records or reports (or copies thereof) from Health Center Facilities without the express written permission of the Chief Medical Officer.

c. Work Schedule.

Physician’s work schedule shall be established by the Chief Medical Officer (or his/her designee) and such schedule may be modified from time to time and at Health Center’s sole discretion. Physician’s responsibilities may be changed from time to time and additional assignments may be added or subtracted at Health Center’s sole discretion. Physician is required to maintain his/her records relating to all services rendered and hours worked in a form and manner required by Health Center.

d. Health Center Facilities.

Physician shall be assigned to provide services at one or more of Health Center’s clinics or sites at Health Center’s sole discretion. In addition, from time to time, and at Health Center’s sole discretion, Physician may be asked to provide services at another Health Center Facility.


a. Physician agrees to abide by all quality assurance, utilization review, credentialing, performance standards, productivity standards, clinical guidelines, privacy standards, standards of conduct, patients’ rights and responsibilities, and other health care and administrative policies and procedures that Health Center may establish.

b. Physician shall follow Health Center’s published Personnel Policies and procedures. In any case where the published Personnel Policies and procedures differ from this Agreement, this Agreement shall govern.

4. Licensure and Certification.
Physician shall, at all times, be properly licensed to practice medicine as a
_________________ in __________________ and shall meet all continuing education requirements
necessary for such licensure (if required). In addition, Physician must maintain his/her
certification with the Drug Enforcement Agency (“DEA”) and under applicable laws of the State of
______________, as well as be eligible to provide care under federal health care programs
including, but not limited to, Medicare and Medicaid throughout the term of this Agreement.
Physician must promptly (within 24 hours) notify Health Center of any changes in
licensure/certification status or eligibility to provide services under a federal health care
program. Failure to fulfill any of the above requirements shall be grounds for immediate
termination of this Agreement.

5. Standards of Practice.

Physician shall provide such medical services as may be required of Health Center’s
patients in accordance with the quality of medical care required by accepted community
standards, all existing federal, state and local laws and regulations, and Health Center’s health
care policies and procedures. Physician must provide care based upon appropriate standards of
care and in compliance with Health Center’s performance and productivity goals and/or
standards, as well as cooperate with any and all of Health Center’s quality assurance and
utilization review protocols. In addition, Physician shall participate in Health Center’s quality
improvement and compliance programs and may be required to participate in committees formed
for the development and performance of such quality improvement and compliance programs.
Physician may, from time to time, be asked to advise Health Center’s Board of Directors
regarding issues of medical care and service delivery at monthly board meetings or occasional
committee meetings.

6. Inpatient Care.

Physician shall maintain admitting privileges at ______________. Physician must
participate in or arrange for the admission to, and delivery of care at, hospitals that are
designated by Health Center for hospital and specialty referrals, and ensure that all appropriate
records of the inpatient services rendered are promptly furnished to Health Center for proper
billing.

7. On-Call Coverage.

Physician shall provide or make arrangements for fulfilling on-call responsibilities in
accordance with the clinical work schedule developed by Health Center. Health Center shall
make reasonable efforts to ensure that weeknight and/or weekend “on-call” coverage is shared
among the medical staff, unless otherwise agreed to by the medical staff.

8. Contractual Obligations.
a. Physician must provide care consistent with Health Center’s contracts, including any contracts with managed care organizations and insurers. In addition, Physician shall comply with all contractual requirements regarding credentialing, utilization management, quality assurance, grievance procedures, provider directory listings, and any other policies and procedures that such contracts may require.

b. Physician is strictly prohibited from entering into any contracts, memoranda of agreement, grants, and/or any formal or informal agreements (“Contracts”) on Health Center’s behalf or as a representative of Health Center without the express, written authorization of Health Center’s Chief Executive Officer. Any violation of this provision shall result in immediate termination.

c. Unless otherwise agreed by the parties in writing, all records, supplies, equipment, patient information, referral sources or other items acquired for, supplied to, or generated by Physician during the terms of this Agreement shall belong to Health Center and not to Physician.

9. **Outside Activities.**

As a salaried full-time employee of Health Center, Physician is restricted from engaging in regular, reimbursed outside professional employment without Health Center’s Chief Executive Officer’s or Chief Medical Officer’s express, written authorization. Physician may request authorization to engage in Moonlighting activities at times other than during the Hours of Operation or when he/she is on duty or on-call. Should Physician choose to conduct and receive Health Center’s permission to perform Moonlighting activities, he/she must obtain professional liability insurance and a copy of his/her Certificate of Insurance coverage must be submitted to the Health Center’s Chief Medical Officer for inclusion in Physician’s personnel file.

10. **Credentialing.**

Physician is required to promptly complete and maintain all credentialing requirements and standards established by Health Center. In addition, if Physician has or seeks admitting privileges to a hospital at Health Center’s direction, her/she must complete and maintain all credentialing requirements and standards of such hospital. Physician’s failure to timely supply credentialing information, including, but not limited to, a self-query of the National Practitioner Data Bank, shall be grounds of disciplinary action up to and including termination.

11. **Standards of Conduct/Conflicts of Interest.**

Physician shall be required to read, sign, and adhere to Health Center’s Standards of Conduct and Conflicts of Interest Policy.
12. **Confidentiality.**

   a. All files, documents, and records pertaining to Health Center and its patients are the exclusive property of Health Center and shall be maintained at Health Center facilities. All material provided by Health Center to Physician pursuant to the past and current relationship between the parties, including, but not limited to, patient lists, contracts, marketing information, and files is Health Center’s proprietary property. Physician shall, at all times, keep confidential and not disclose or furnish to anyone outside the scope of his or her responsibilities as Physician (a) the names or addresses of any of Health Center’s patients or staff; (b) the diagnosis, treatment and results thereof of any medical care furnished by him or her, or by any other Health Center physician or clinician to any Health Center patient, except as authorized in writing by the patient or as may otherwise be required by law; and (c) any information or documents received or created by Physician during the course of this Agreement regarding the personnel, financial, business or other affairs of Health Center, its employees or its patients (“Confidential Information”). Physician is prohibited from removing any Confidential Information, including patient medical records, from any Health Center facility without the Chief Medical Officer’s (or his/her designee’s) express written consent.

   b. Physician shall not, at any time, use such information, directly or indirectly for any purposes other than to accomplish the purposes of this Agreement. Other than for purposes related to treatment of a patient, Physician shall not disclose or release any Confidential Information to any third-party without Health Center’s prior written consent. Upon notice of termination of this Agreement, Physician agrees to return all materials, including all copies thereof, whether or not authorized, to Health Center. This provision shall survive termination, nonrenewal or expiration of this Agreement.

   c. For purposes of this provision, information shall not be considered proprietary if: (a) such information is required to be disclosed pursuant to law, provided however that Health Center is provided reasonable advance notice of disclosure, or (b) is generally available to the public, other than through a violation of this provision by Physician.

   d. In the event of a breach or threatened breach of this provision by Physician directly or indirectly through another party, the parties agree that such breach or threatened breach shall cause irreparable harm to Health Center and Health Center shall have the right of specific performance and injunctive relief (without having to post bond therefor) in addition to any and all other remedies and rights at law or in equity, and such rights and remedies shall be cumulative.
If it is determined by a court of competent jurisdiction that the scope of the provisions contained in this provision are too extensive to be enforceable, then they shall automatically be modified to be whatever is determined by such court to be reasonable in order to obtain enforcement and the parties hereto agree to accept such determination subject to any appeals.

13. **Remedies.**

Physician acknowledges that any remedy Health Center may have at law for a breach of the Confidentiality provision (Clause 12) will be inadequate and that the damages that flow from such a breach are not easily measurable in monetary terms. Therefore, Physician agrees that Health Center shall be entitled to immediate injunctive relief for any threatened or actual breach. Physician’s breach of the Confidentiality and provision shall also give rise to monetary damages. Physician has carefully considered the nature of the restrictions placed upon him/her and the rights and remedies conferred upon Health Center under this Agreement.

C. **Health Center’s Responsibilities**

1. **Compensation.**

   In consideration of Physician’s performance under this Agreement, Health Center shall pay to Physician a salary of $___________ per year. Such compensation shall be paid according to Health Center’s customary payroll practices. In addition to his/her base compensation, Physician shall be entitled to participate in any incentive program that Health Center may from time to time establish.

2. **Benefits.**

   Physician shall be entitled to all of the benefits provided or made available to Health Center employees set forth in Health Center’s published Personnel Policies except as specifically modified herein. Health Center may, from time to time, alter or terminate various benefits in accordance with its published Personnel Policies.

3. **Insurance.**

   Malpractice insurance coverage is provided under the Federal Tort Claims Act (“FTCA”) pursuant to Section 224 (g) of the Public Health Service Act [or] Health Center will provide Physician with commercial malpractice insurance with limits of _____________ for health care services delivered at Health Center or on behalf of Health Center as part of an assigned practice. [insert appropriate clause]

   **NOTE:** FTCA covers all employed clinicians of the health center, whether full-time or part-time, provided that the health center has been deemed eligible for FTCA coverage and that the services are provided to health center patients within the health center’s scope of
project and the clinician’s scope of employment. However, FTCA may not cover certain activities performed by health center clinicians if these criteria are not met. Accordingly, even if deemed eligible, the health center should review current FTCA policy prior to assuming all activities are covered under FTCA.

Physician’s continued insurability for professional liability insurance is a condition of employment. If insurance coverage is denied to Physician, such loss of insurability shall be deemed to be cause for immediate termination of this Agreement.

4. Professional Licensure and Association Fees.

Physician shall be reimbursed up to _______________ per year for pre-approved continuing medical education expenses upon presentation of evidence of an expenditure. Such expenses shall not be paid after notice of non-renewal or termination of this Agreement. Should Physician leave Health Center’s employ before the end of the contractual period, the payment of such professional licensure and association fees will be prorated to reflect reimbursement for the actual period of service.


Health Center, at its sole discretion, shall annually evaluate the Physician’s performance. The results of the performance appraisal shall be made known to Physician in writing, and shall be considered in determining any future pay increases. Following the performance evaluation, Physician may be required to participate in the development of and comply with a performance plan, including productivity goals, to improve his/her performance.

6. Oversight.

Health Center shall retain all authority placed in it by law or customary practice in the State of ________________. Health Center shall exercise general oversight authority over the services rendered by Physician to Health Center patients pursuant to this Agreement.

7. Use of Physician’s Name.

Health Center shall have the right to include Physician’s name, telephone number, service site, hours of services, and practice concentration or specialty in its marketing and administrative materials.

D. Miscellaneous

1. Term and Termination

   a. Term
This contract shall commence on ________________ and shall continue for one year. Upon expiration of the initial term, the Agreement shall be renewed for successive one (1) year terms, unless either party notifies the other of its intent not to renew at least sixty (60) days prior to the expiration of the term.

b. Immediate Termination

This Agreement may be terminated immediately upon written notice in the event of: (a) revocation or suspension of Physician’s license to practice medicine, or any other disciplinary action taken against Physician by any regulatory authority or association engaged in regulating the practice of medicine; (b) Physician’s suspension or exclusion from any federal health care program; (c) Physician’s failure to qualify for coverage for malpractice insurance provided by Health Center or coverage under the FTCA; (d) loss, suspension, or limitation of Physician’s medical staff privileges at any hospital other than that imposed for administrative purposes; (e) a violation by Physician of the confidentiality provision set forth herein; (f) Health Center’s reasonable belief that Physician is incompetent or the health, safety and/or welfare of Health Center’s patients is endangered; (g) Physician’s violation of Health Center’s policies and procedures, including, but not limited to, its Non-Harassment Policy, Employee Handbook, HIPAA policies and procedures, Standards of Conduct, Conflict of Interest, or administrative policies/procedures, (h) violation of Section B(8) of this Agreement; and (i) Health Center’s reasonable belief that Physician has committed fraud.

c. Termination Upon Notice of Breach

This Agreement may be terminated upon thirty days prior written notice by Health Center if Physician materially breaches any provision of the Agreement (except those provisions allowing immediate termination as set forth in the preceding paragraph or elsewhere in this Agreement) when such breach is not cured to the reasonable satisfaction of Health Center within such thirty (30) day notice period or in the event of Disability prevents Physician from performing essential functions of her employment as contemplated by this Agreement, after Health Center has made reasonable accommodations as required by law. Physician may terminate this Agreement upon thirty (30) days prior written notice if Health Center fails to pay compensation according to the terms of this Agreement and fails to cure such breach within the thirty (30) day notice period. Any notice given by one party to the other under this provision must include a specific, detailed explanation of the breach.

d. Termination Without Cause
i. Physicians must provide sixty (60) days’ notice of termination or non-renewal of this Agreement.

ii. Health Center may terminate this Agreement without cause upon three months notice.

iii. Physician’s failure to provide Health Center with the aforementioned notice may result in Physician’s forfeiture of accrued but unpaid annual leave.

e. Waiver of Notice

Health Center may, at its sole discretion, waive the notice period and immediately terminate the Physician upon Physician’s notice of termination or non-renewal. Health Center’s waiver of the notice period will not result in the forfeiture of Physician’s accrued but unpaid annual leave, provided proper notice was given.


The Parties agree that all patients served by the Physician, on behalf of Health Center, are Health Center’s patients. Accordingly, Health Center shall be responsible for all billing and collections from such patients and third party payors (including Medicare and Medicaid) for services rendered to such patients. Physician shall cooperate with Health Center’s requirements regarding billing and collection as Health Center may reasonably request. The Parties agree that all revenue generated by the provision of physician services by the Physician pursuant to this Agreement will be retained by Health Center. In the event that Physician directly receives payment from a third party payor or a patient, Physician shall promptly submit the check/payment to Health Center’s Chief Financial Officer.

3. Capacity.

Physician hereby warrants that he/she has the right and capacity to enter into this Agreement and agrees to indemnify Health Center and hold it harmless from and against any and all claims, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from any prior or existing contract between Physician and any third party. This includes but is not limited to Physician’s violation of a restrictive covenant and/or liability for fees owed to recruiters, headhunters or locum tenes companies.

4. Entire Agreement.

This writing represents the entire Agreement and understanding of the parties with respect to the subject matter contained hereof and neither party has made any representations or
SAMPLE ONLY
CONSULT STATE LAW FOR SPECIFIC LEGAL REQUIREMENTS

warrant other than those set forth in this Agreement. This Agreement supersedes all prior written and oral agreements between the parties.

5. **Headings.**

The headings contained herein are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

6. **Severability.**

If any provision (or portion of a provision) of this Agreement shall be held to be unenforceable or otherwise contrary to any applicable laws, regulations or rules, such provision shall have no effect and shall be severable; the remainder of such provision and/or this Agreement shall not be affected but shall be construed as if not containing the invalid provision.

7. **Waiver of Breach.**

Neither the failure by a party to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a remedy consequential to a breach thereof, nor the acceptance of full or partial performance during the continuance of any breach by the other, shall constitute a waiver of any such breach or of such covenant, agreement, or condition.

8. **Choice of Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of ______________ as well as applicable federal laws.

9. **Arbitration.**

Any dispute between the Parties arising out of or relating to this Agreement or Physician’s employment with Health Center shall be settled by arbitration. Either Party may initiate the arbitration by making a written demand with the other Party. Such arbitration shall be conducted in ______________ in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Each party shall be responsible for his/her costs of any such arbitration.

10. **Notice.**

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified mail, return receipt request, postage prepaid, or by Federal Express or other similar overnight service to Health Center:
SAMPLE ONLY
CONSULT STATE LAW FOR SPECIFIC LEGAL REQUIREMENTS

Chief Executive Officer
Health Center
____________________  __________________
____________________  __________________

With copies to:

Attorney
Attorney’s Address

and to Physician:

____________________  __________________
____________________  __________________

11. Modification.

No modification of this Agreement shall be binding or enforceable unless in writing and
signed by Physician and the Chief Executive Officer or his designee.

12. Assignment.

This Agreement is for the personal services of Physician and no assignment by Physician of
this Agreement or the rights and obligations hereunder shall be valid without the written consent of
Health Center. Health Center may assign its rights and obligations under this Agreement to any
affiliate, surviving entity or successor in any merger, consolidation or other reorganization.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first
above written.

___________________________  _________________
Name       Date
Chief Executive Officer
Health Center

___________________________  _________________
Physician     Date
SAMPLE ONLY
CONSULT STATE LAW FOR SPECIFIC LEGAL REQUIREMENTS

MEDICAL DIRECTOR EMPLOYMENT AGREEMENT

This Agreement is made as of this _____ day of ____________, 20__ by and between ________________________, a federally qualified health center organized and existing under the laws of ____________________ with its administrative offices at [INSERT ADDRESS] ("Health Center") and ________________, a licensed physician residing at [INSERT ADDRESS] ("Medical Director").

WHEREAS, Health Center operates a federally qualified health center licensed to provide primary, ambulatory health care services in _________________; and

WHEREAS, Medical Director is a physician duly licensed to practice medicine in _________________, specializing in _________________; and

WHEREAS, Health Center wants to employ and Medical Director desires to be employed by Health Center,

NOW THEREFORE, for good and valuable consideration, in which the parties agree as follows:

A. Definitions

1. “Health Center Facilities” means those health care clinics or sites operated or managed by Health Center, along with the mobile vans, and any other sites, which Health Center may operate or manage, during the term of this Agreement.

2. “Hours of Operation” means those hours each day during which Health Center Facilities are open.

3. “Personnel Policies” means those policies, rules and procedures, including all amendments or modifications thereof, adopted by Health Center and approved by the Board of Directors regarding the rights and responsibilities of Health Center employees.

4. “Moonlighting” means the provision of health care services outside Medical Director’s professional responsibilities to Health Center regardless of whether Medical Director receives compensation for the provision of such services.

5. “Disability” means a physical or mental impairment that substantially limits one or more of the major life activities of an individual.
6. “Incapacity” means inability to practice medicine with reasonable skill and safety, for reasons including but not limited to impairment by alcohol or drugs, or because of mental instability that does not meet the definition of a Disability.

B. Medical Director’s Responsibilities

1. Employment Status.

Medical Director shall be a salaried employee of Health Center subject to Health Center’s policies and procedures, including its health care policies and procedures, its published Personnel Policies and procedures generally applicable to Health Center employees, and the terms of this Agreement. Should a conflict exist between Health Center’s published Personnel Policies/procedures and this Agreement, this Agreement shall govern unless specifically stated otherwise.

2. Scope of Services.

a. Administrative Services.

Medical Director shall be a full-time employee of Health Center and shall provide medical director services in accordance with Health Center’s health care, privacy, personnel, and all other policies. Medical Director shall be available at Health Center Facilities during their Hours of Operations as shall be necessary and practical to carry out his responsibilities. Medical Director shall devote up to ____% of his/her total working hours primarily to administrative functions (as described further herein), including, but not limited to:

- Providing supervision and medical direction, directly or through a designee, to all Health Center clinicians;
- Coordinating the provision of health care services by non-Health Center providers including, but not limited to, specialist physicians and hospitals, necessary to treat a Health Center patient's medical condition;
- Serving on Health Center’s senior management team;
- Conducting provider recruitment/retention activities;
- Planning, monitoring, and overseeing Health Center’s health care program;
- Directing Health Center’s quality improvement/assurance-related programs and committees;
- Advising Health Center's Chief Executive Officer and Board of Directors regarding issues of medical care and service delivery; and
- Assisting with practice acquisition and new site development.

b. Other Services
The remaining ____% of the total working hours shall be spent in the delivery of health care services. All medical services shall be provided in accordance with Medical Director’s job description (attached hereto and incorporated herein) and Health Center’s Scope of Project as it is defined for purposes of coverage under the Federal Tort Claims Act.

NOTE: Scope of services should be adjusted to reflect individual health center needs.

   a. Medical Director agrees to abide by all quality assurance, utilization review, credentialing, performance standards, productivity standards, clinical guidelines, privacy standards, standards of conduct, patients’ rights and responsibilities, and other health care and administrative policies and procedures that Health Center may establish.

   b. Medical Director shall follow Health Center’s published Personnel Policies and procedures. In any case where the published Personnel Policies and procedures differ from this Agreement, this Agreement shall govern.

4. Licensure and Certification.

   Medical Director shall, at all times, be properly licensed to practice medicine as a ___________ in the State of ______________ and shall meet all continuing education requirements necessary for such licensure (if required). In addition, Medical Director must maintain his/her certification with the Drug Enforcement Agency (“DEA”) and under applicable laws of the State of ______________, as well as be eligible to provide care under federal health care programs including, but not limited to, Medicare and Medicaid throughout the term of this Agreement. Medical Director must promptly (within 24 hours) notify Health Center of any changes in licensure/certification status or eligibility to provide services under a federal health care program. Failure to fulfill any of the above requirements shall be grounds for immediate termination of this Agreement.

5. Standards of Practice.

   Medical Director shall provide such medical services as may be required of Health Center’s patients in accordance with the quality of medical care required by accepted community standards, all existing federal, state and local laws and regulations, and Health Center’s health care policies and procedures. Medical Director must provide care based upon appropriate standards of care and in compliance with Health Center’s performance and productivity goals and/or standards, as well as cooperate with any and all of Health Center’s quality assurance and utilization review protocols. In addition, Medical Director shall participate in Health Center’s quality improvement and compliance programs and may be required to participate in committees.
6. **Inpatient Care.**

Medical Director shall maintain admitting privileges at ______________. Medical Director must participate in or arrange for the admission to, and delivery of care at, hospitals that are designated by Health Center for hospital and specialty referrals, and ensure that all appropriate records of the inpatient services rendered are promptly furnished to Health Center for proper billing.

7. **On-Call Coverage.**

Medical Director shall provide or make arrangements for fulfilling on-call responsibilities in accordance with the clinical work schedule developed by Health Center. Health Center shall make reasonable efforts to ensure that weeknight and/or weekend “on-call” coverage is shared among the medical staff, unless otherwise agreed to by the medical staff.

**NOTE: insert for Medical Directors that participate in on-call coverage.**

8. **Contractual Obligations.**

a. Medical Director must provide care consistent with Health Center’s contracts, including any contracts with managed care organizations and insurers. In addition, Medical Director shall comply with all contractual requirements regarding credentialing, utilization management, quality assurance, grievance procedures, provider directory listings, and any other policies and procedures that such contracts may require.

b. Medical Director is strictly prohibited from entering into any contracts, memoranda of agreement, grants, and/or any formal or informal agreements (“Contracts”) on Health Center’s behalf or as a representative of Health Center without the express, written authorization of Health Center’s Chief Executive Officer. Any violation of this provision shall result in immediate termination.

c. Unless otherwise agreed by the parties in writing, all records, supplies, equipment, patient information, referral sources or other items acquired for, supplied to, or generated by Medical Director during the terms of this Agreement shall belong to Health Center and not to Medical Director.
9. **Supervisory Role**

Medical Director shall generally oversee and provide leadership for the professional conduct and practice of all Health Center medical staff (whether employed or contracted) including, but not limited to, physicians, physician assistants, nurse practitioners and nurse midwives. This shall include the Medical Director’s participation in, and/or organization of, meetings of the medical staff, the senior and middle Health Center management teams, and Health Center’s clinical quality assurance and/or improvement committees. In addition, Medical Director shall work with the Chief Executive Officer as an integral part of the Health Center senior management team, shall establish, strengthen, and, upon request, assist in negotiating relationships between Health Center and other providers and payors in the State of ________, and upon request of Health Center Chief Executive Officer, shall assist Health Center in handling grievances and complaints by patients, employees, contract personnel, patients, or third party payors to the extent such grievances and complaints are related to the services provided by Health Center clinicians.

10. **Medical Staff Recruitment and Evaluation**

To the extent requested by Health Center’s Chief Executive Officer, Medical Director shall have responsibility for medical staff recruitment activities, as well as the performance evaluation of individual Health Center medical staff personnel. The Medical Director shall provide recommendations to the Health Center Chief Executive Officer regarding determinations for hiring, disciplining, or dismissing medical staff personnel individually and organization-wide.

11. **Health Care Policies**

Medical Director shall have primary responsibility for developing recommendations to the Health Center’s Board of Directors regarding the Health Center’s health care policies and protocols and shall have primary responsibility for the implementation of the Health Center’s policies and procedures, including, but not limited to, participation in organized, periodic reviews of the quality of health care services delivered through Health Center, with the goal of assuring that high quality medical care is provided to all Health Center patients at Health Center Facilities. Medical Director shall help develop, implement, and participate in a peer review process to review the delivery of health care services which fully meets the requirements of applicable federal and state laws, including any requirements relating to Health Center’s deemed status under the Federal Tort Claims Act.

12. **Outside Activities**

As a salaried full-time employee of Health Center, Medical Director is restricted from engaging in regular, reimbursed outside professional employment without Health Center’s Chief Executive Officer’s express, written authorization. Medical Director may request authorization...
to engage in Moonlighting activities at times other than during the Hours of Operation or when he/she is on duty or on-call. Should Medical Director choose to conduct and receive Health Center’s permission to perform Moonlighting activities, he/she must obtain professional liability insurance and a copy of his/her Certificate of Insurance coverage must be submitted to Health Center for inclusion in Medical Director’s personnel file.

13. **Credentialing.**

Medical Director is required to promptly complete and maintain all credentialing requirements and standards established by Health Center. In addition, if Medical Director has or seeks admitting privileges to a hospital at Health Center’s direction, her/she must complete and maintain all credentialing requirements and standards of such hospital. Medical Director’s failure to timely supply credentialing information, including, but not limited to, a self-query of the National Practitioner Data Bank, shall be grounds of disciplinary action up to and including termination.

14. **Standards of Conduct/Conflicts of Interest.**

Medical Director shall be required to read, sign, and adhere to Health Center’s Standards of Conduct and Conflicts of Interest Policy.

15. **Confidentiality.**

a. All files, documents, and records pertaining to Health Center and its patients are the exclusive property of Health Center and shall be maintained at Health Center facilities. All material provided by Health Center to Medical Director pursuant to the past and current relationship between the parties, including, but not limited to, patient lists, contracts, marketing information, and files is Health Center’s proprietary property. Medical Director shall, at all times, keep confidential and not disclose or furnish to anyone outside the scope of his or her responsibilities as Medical Director (a) the names or addresses of any of Health Center’s patients or staff; (b) the diagnosis, treatment and results thereof of any medical care furnished by him or her, or by any other Health Center physician or clinician to any Health Center patient, except as authorized in writing by the patient or as may otherwise be required by law; and (c) any information or documents received or created by Medical Director during the course of this Agreement regarding the personnel, financial, business or other affairs of Health Center, its employees or its patients (“Confidential Information”). Medical Director is prohibited from removing any Confidential Information, including patient medical records, from any Health Center facility without the Chief Executive Officer’s (or his/her designee’s) express written consent.
b. Medical Director shall not, at any time, use such information, directly or indirectly for any purposes other than to accomplish the purposes of this Agreement. Other than for purposes related to treatment of a patient, Medical Director shall not disclose or release any Confidential Information to any third-party without Health Center’s prior written consent. Upon notice of termination of this Agreement, Medical Director agrees to return all materials, including all copies thereof, whether or not authorized, to Health Center. This provision shall survive termination, nonrenewal or expiration of this Agreement.

c. For purposes of this provision, information shall not be considered proprietary if: (a) such information is required to be disclosed pursuant to law, provided however that Health Center is provided reasonable advance notice of disclosure, or (b) is generally available to the public, other than through a violation of this provision by Medical Director.

d. In the event of a breach or threatened breach of this provision by Medical Director directly or indirectly through another party, the parties agree that such breach or threatened breach shall cause irreparable harm to Health Center and Health Center shall have the right of specific performance and injunctive relief (without having to post bond therefor) in addition to any and all other remedies and rights at law or in equity, and such rights and remedies shall be cumulative. If it is determined by a court of competent jurisdiction that the scope of the provisions contained in this provision are too extensive to be enforceable, then they shall automatically be modified to be whatever is determined by such court to be reasonable in order to obtain enforcement and the parties hereto agree to accept such determination subject to any appeals.

16. Remedies.

Medical Director acknowledges that any remedy Health Center may have at law for a breach of the Confidentiality provision (Clause 15) will be inadequate and that the damages that flow from such a breach are not easily measurable in monetary terms. Therefore, Medical Director agrees that Health Center shall be entitled to immediate injunctive relief for any threatened or actual breach. Medical Director’s breach of the Confidentiality provisions shall also give rise to monetary damages. Medical Director has carefully considered the nature of the restrictions placed upon him/her and the rights and remedies conferred upon Health Center under this Agreement.

C. Health Center’s Responsibilities

1. Compensation.
In consideration of Medical Director’s performance under this Agreement, Health Center shall pay to Medical Director a salary of $___________ per year. Such compensation shall be paid according to Health Center’s customary payroll practices. In addition to his/her base compensation, Medical Director shall be entitled to participate in any incentive program that Health Center may from time to time establish.

2. **Benefits.**

Medical Director shall be entitled to all of the benefits provided or made available to Health Center employees set forth in Health Center’s published Personnel Policies except as specifically modified herein. Health Center may, from time to time, alter or terminate various benefits in accordance with its published Personnel Policies.

3. **Insurance.**

Malpractice insurance coverage is provided under the Federal Tort Claims Act (“FTCA”) pursuant to Section 224 (g) of the Public Health Service Act [or] Health Center will provide Medical Director with commercial malpractice insurance with limits of ______________ for health care services delivered at Health Center or on behalf of Health Center as part of an assigned practice. [insert appropriate clause].

**NOTE:** FTCA covers all employed clinicians of the health center, whether full-time or part-time, provided that the health center has been deemed eligible for FTCA coverage and that the services are provided to health center patients within the health center’s scope of project and the clinician’s scope of employment. However, FTCA may not cover certain administrative activities performed by the medical director, as well as certain other activities performed by health center clinicians if the aforementioned criteria are not met. Accordingly, even if deemed eligible, the health center should review current FTCA policy prior to assuming all activities are covered under FTCA.

Medical Director’s continued insurability for professional liability insurance is a condition of employment. If insurance coverage is denied to Medical Director, such loss of insurability shall be deemed to be cause for immediate termination of this Agreement.

4. **Professional Licensure and Association Fees.**

Medical Director shall be reimbursed up to ___________ per year for pre-approved continuing medical education expenses upon presentation of evidence of an expenditure. Such expenses shall not be paid after notice of non-renewal or termination of this Agreement. Should Medical Director leave Health Center’s employ before the end of the contractual period, the payment of such professional licensure and association fees will be prorated to reflect reimbursement for the actual period of service.

Health Center, at its sole discretion, shall annually evaluate the Medical Director’s performance. The results of the performance appraisal shall be made known to Medical Director in writing, and shall be considered in determining any future pay increases. Following the performance evaluation, Medical Director may be required to participate in the development of and comply with a performance plan, including productivity goals, to improve his/her performance.

6. Oversight.

Health Center shall retain all authority placed in it by law or customary practice in the State of ______________. Health Center shall exercise general oversight authority over the services rendered by Medical Director to Health Center patients pursuant to this Agreement.

7. Use of Medical Director’s Name.

Health Center shall have the right to include Medical Director’s name, telephone number, service site, hours of services, and practice concentration or specialty in its marketing and administrative materials.

D. Miscellaneous

1. Term and Termination

   a. Term

   This contract shall commence on ______________ and shall continue for one year. Upon expiration of the initial term, the Agreement shall be renewed for successive one (1) year terms, unless either party notifies the other of its intent not to renew at least sixty (60) days prior to the expiration of the term.

   b. Immediate Termination

   This Agreement may be terminated immediately upon written notice in the event of: (a) revocation or suspension of Medical Director’s license to practice medicine, or any other disciplinary action taken against Medical Director by any regulatory authority or association engaged in regulating the practice of medicine; (b) Medical Director’s suspension or exclusion from any federal health care program; (c) Medical Director’s failure to qualify for coverage for malpractice insurance provided by Health Center or coverage under the FTCA; (d) loss, suspension, or limitation of Medical Director’s medical staff privileges at any
hospital other than that imposed for administrative purposes; (e) a violation by Medical Director of the confidentiality provision set forth herein; (f) Health Center’s reasonable belief that Medical Director is incompetent or the health, safety and/or welfare of Health Center’s patients is endangered; (g) Medical Director’s violation of Health Center’s policies and procedures, including, but not limited to, its Non-Harassment Policy, Employee Handbook, HIPAA policies and procedures, Standards of Conduct, Conflict of Interest, or administrative policies/procedures, (h) violation of Section B(8) of this Agreement; and (i) Health Center’s reasonable belief that Medical Director has committed fraud.

c. Termination Upon Notice of Breach

This Agreement may be terminated upon thirty days prior written notice by Health Center if Medical Director materially breaches any provision of the Agreement (except those provisions allowing immediate termination as set forth in the preceding paragraph or elsewhere in this Agreement) when such breach is not cured to the reasonable satisfaction of Health Center within such thirty (30) day notice period or in the event of Disability prevents Medical Director from performing essential functions of her employment as contemplated by this Agreement, after Health Center has made reasonable accommodations as required by law. Medical Director may terminate this Agreement upon thirty (30) days prior written notice if Health Center fails to pay compensation according to the terms of this Agreement and fails to cure such breach within the thirty (30) day notice period. Any notice given by one party to the other under this provision must include a specific, detailed explanation of the breach.

d. Termination Without Cause

i. Medical Director must provide sixty (60) days’ notice of termination or non-renewal of this Agreement.

ii. Health Center may terminate this Agreement without cause upon three months notice.

iii. Medical Director’s failure to provide Health Center with the aforementioned notice may result in Medical Director’s forfeiture of accrued but unpaid annual leave.

e. Waiver of Notice

Health Center may, at its sole discretion, waive the notice period and immediately terminate the Medical Director upon Medical Director’s notice of
2. **Billing of Third Party Payors.**

The Parties agree that all patients served by the Medical Director, on behalf of Health Center, are Health Center’s patients. Accordingly, Health Center shall be responsible for all billing and collections from such patients and third party payors (including Medicare and Medicaid) for services rendered to such patients. Medical Director shall cooperate with Health Center’s requirements regarding billing and collection as Health Center may reasonably request. The Parties agree that all revenue generated by the provision of physician services by the Medical Director pursuant to this Agreement will be retained by Health Center. In the event that Medical Director directly receives payment from a third party payor or a patient, Medical Director shall promptly submit the check/payment to Health Center’s Chief Financial Officer.

3. **Capacity.**

Medical Director hereby warrants that he/she has the right and capacity to enter into this Agreement and agrees to indemnify Health Center and hold it harmless from and against any and all claims, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from any prior or existing contract between Medical Director and any third party. This includes but is not limited to Medical Director’s violation of a restrictive covenant and/or liability for fees owed to recruiters, headhunters or locum tenes companies.

4. **Entire Agreement.**

This writing represents the entire Agreement and understanding of the parties with respect to the subject matter contained hereof and neither party has made any representations or warranty other than those set forth in this Agreement. This Agreement supersedes all prior written and oral agreements between the parties.

5. **Headings.**

The headings contained herein are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

6. **Severability.**

If any provision (or portion of a provision) of this Agreement shall be held to be unenforceable or otherwise contrary to any applicable laws, regulations or rules, such provision...
shall have no effect and shall be severable; the remainder of such provision and/or this Agreement shall not be affected but shall be construed as if not containing the invalid provision.

7. **Waiver of Breach.**

Neither the failure by a party to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a remedy consequential to a breach thereof, nor the acceptance of full or partial performance during the continuance of any breach by the other, shall constitute a waiver of any such breach or of such covenant, agreement, or condition.

8. **Choice of Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of ________________ as well as applicable federal laws.

9. **Arbitration.**

Any dispute between the Parties arising out of or relating to this Agreement or Medical Director’s employment with Health Center shall be settled by arbitration. Either Party may initiate the arbitration by making a written demand with the other Party. Such arbitration shall be conducted in ________________ in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Each party shall be responsible for his/her costs of any such arbitration.

10. **Notice.**

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified mail, return receipt request, postage prepaid, or by Federal Express or other similar overnight service to Health Center:

Chief Executive Officer  
Health Center  

____________________  
____________________

With copies to:

Attorney  
Attorney’s Address

and to Medical Director:
11. **Modification.**

   No modification of this Agreement shall be binding or enforceable unless in writing and signed by Medical Director and the Chief Executive Officer or his designee.

12. **Assignment.**

   This Agreement is for the personal services of Medical Director and no assignment by Medical Director of this Agreement or the rights and obligations hereunder shall be valid without the written consent of Health Center. Health Center may assign its rights and obligations under this Agreement to any affiliate, surviving entity or successor in any merger, consolidation or other reorganization.

   **IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first above written.

   ______________________  ________________
   Name                     Date
   Chief Executive Officer
   Health Center

   ______________________  ________________
   Medical Director        Date
MID-LEVEL CLINICIAN EMPLOYMENT AGREEMENT

This Agreement is made as of this ____ day of __________, 20___ by and between ________________________, a federally qualified health center organized and existing under the laws of ________________________, with its administrative offices at [INSERT ADDRESS] ("Health Center") and ________________, a licensed ________________ residing at [INSERT ADDRESS] ("Clinician")

WHEREAS, Health Center operates a federally qualified health center licensed to provide primary, ambulatory health care services in ______________________; and

WHEREAS, Clinician is a ________________ duly licensed to practice ________________ in ______________________, specializing in ______________________; and

WHEREAS, Health Center wants to employ and Clinician desires to be employed by Health Center,

NOW THEREFORE, for good and valuable consideration, in which the parties agree as follows:

A. Definitions

1. "Health Center Facilities” means those health care clinics or sites operated or managed by Health Center, along with the mobile vans, and any other sites, which Health Center may operate or manage, during the term of this Agreement.

2. "Hours of Operation” means those hours each day during which Health Center Facilities are open.

3. "Personnel Policies” means those policies, rules and procedures, including all amendments or modifications thereof, adopted by Health Center and approved by the Board of Directors regarding the rights and responsibilities of Health Center employees.

4. "Moonlighting” means the provision of health care services outside Clinician’s professional responsibilities to Health Center regardless of whether Clinician receives compensation for the provision of such services.

5. "Disability” means a physical or mental impairment that substantially limits one or more of the major life activities of an individual.
6. “Incapacity” means inability to practice in clinician’s discipline with reasonable skill and safety, for reasons including but not limited impairment by alcohol or drugs, or because of mental instability that does not meet the definition of a Disability.

B. Clinician’s Responsibilities

1. Employment Status.

Clinician shall be a salaried employee of Health Center subject to Health Center’s policies and procedures, including its health care policies and procedures, its published Personnel Policies and procedures generally applicable to Health Center employees, and the terms of this Agreement. Should a conflict exist between Health Center’s published Personnel Policies/procedures and this Agreement, this Agreement shall govern unless specifically stated otherwise.

2. Scope of Services.

a. Professional Services.

Clinician shall be available at Health Center Facilities during their Hours of Operations as shall be necessary and practical for the prompt delivery of _________ services. Clinician will deliver care only under the supervision of a [Note: insert State law standard]. All professional services shall be provided in accordance with Clinician’s job description (attached hereto and incorporated herein) and Health Center’s Scope of Project as it is defined for purposes of coverage under the Federal Tort Claims Act.

b. Administrative Services.

Clinician shall devote a sufficient number of hours (as defined by Health Center) to administrative functions that shall include, but are not limited to:

i. prompt and accurate preparation and completion of records and reports of all examinations, procedures, and other services rendered by the Clinician as Health Center may reasonably request, including prompt placement of such information into patient charts in accordance with Health Center’s policies and procedures;

ii. conduct of other activities consistent with appropriate standards of care;

iii. attendance at meetings, trainings, classes, or functions required by
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Health Center (during and/or outside of regular working hours);

iv. prompt preparation and filing of accurate and complete time records and reports of hours worked; and

v. all other documentation, records, and reports required by Health Center.

Except as otherwise specifically directed by Health Center, all administrative tasks, including completion of records and reports, shall be performed at Health Center Facilities and at no time shall Clinician remove any records or reports (or copies thereof) from Health Center Facilities without the express written permission of the Chief Medical Officer.

c. Work Schedule.

Clinician’s work schedule shall be established by the Chief Medical Officer (or his/her designee) and such schedule may be modified from time to time and at Health Center’s sole discretion. Clinician’s responsibilities may be changed from time to time and additional assignments may be added or subtracted at Health Center’s sole discretion. Clinician is required to maintain his/her records relating to all services rendered and hours worked in a form and manner required by Health Center.

d. Health Center Facilities.

Clinician shall be assigned to provide services at one or more of Health Center’s clinics or sites at Health Center’s sole discretion. In addition, from time to time, and at Health Center’s sole discretion, Clinician may be asked to provide services at another Health Center Facility.


a. Clinician agrees to abide by all quality assurance, utilization review, credentialing, performance standards, productivity standards, clinical guidelines, privacy standards, standards of conduct, patients’ rights and responsibilities, and other health care and administrative policies and procedures that Health Center may establish.

b. Clinician shall follow Health Center’s published Personnel Policies and procedures. In any case where the published Personnel Policies and procedures differ from this Agreement, this Agreement shall govern.
4. **Licensure and Certification.**

Clinician shall, at all times, be properly licensed and/or certified to practice _________ as a _____________ in ________________ and shall meet all continuing education requirements necessary for such licensure (if required). In addition, if required under the laws of State of ______, Clinician must, if clinician has prescriptive authority under the laws of State __________, maintain his/her certification with the Drug Enforcement Agency (“DEA”) and under applicable laws of the State of _______________, and must be eligible to provide care under federal health care programs including, but not limited to, Medicare and Medicaid throughout the term of this Agreement. Clinician must promptly (within 24 hours) notify Health Center of any changes in licensure/certification status or eligibility to provide services under a federal health care program. Failure to fulfill any of the above requirements shall be grounds for immediate termination of this Agreement.

5. **Standards of Practice.**

Clinician shall provide such _________ services as may be required of Health Center’s patients in accordance with the quality of care required by accepted community standards, all existing federal, state and local laws and regulations, and Health Center’s health care policies and procedures. Clinician must provide care based upon appropriate standards of care and in compliance with Health Center’s performance and productivity goals and/or standards, as well as cooperate with any and all of Health Center’s quality assurance and utilization review protocols. In addition, Clinician shall participate in Health Center’s quality improvement and compliance programs and may be required to participate in committees formed for the development and performance of such quality improvement and compliance programs.

6. **Inpatient Care.**

Clinician shall maintain admitting privileges at ______________. Clinician must participate in or arrange for the admission to, and delivery of care at, hospitals that are designated by Health Center for hospital and specialty referrals, and ensure that all appropriate records of the inpatient services rendered are promptly furnished to Health Center for proper billing.

**NOTE:** insert for mid-level clinicians with admitting privileges.

7. **On-Call Coverage.**

Clinician shall provide or make arrangements for fulfilling on-call responsibilities in accordance with the clinical work schedule developed by Health Center. Health Center shall make reasonable efforts to ensure that weeknight and/or weekend “on-call” coverage is shared among the medical staff, unless otherwise agreed to by the medical staff.
8. Contractual Obligations.

a. Clinician must provide care consistent with Health Center’s contracts, including any contracts with managed care organizations and insurers. In addition, Clinician shall comply with all contractual requirements regarding credentialing, utilization management, quality assurance, grievance procedures, provider directory listings, and any other policies and procedures that such contracts may require.

b. Clinician is strictly prohibited from entering into any contracts, memoranda of agreement, grants, and/or any formal or informal agreements (“Contracts”) on Health Center’s behalf or as a representative of Health Center without the express, written authorization of Health Center’s Chief Executive Officer. Any violation of this provision shall result in immediate termination.

c. Unless otherwise agreed by the parties in writing, all records, supplies, equipment, patient information, referral sources or other items acquired for, supplied to, or generated by Clinician during the terms of this Agreement shall belong to Health Center and not to Clinician.


As a salaried full-time employee of Health Center, Clinician is restricted from engaging in regular, reimbursed outside professional employment without Health Center’s Chief Executive Officer’s or Chief Medical Officer’s express, written authorization. Clinician may request authorization to engage in Moonlighting activities at times other than during the Hours of Operation or when he/she is on duty or on-call. Should Clinician choose to conduct and receive Health Center’s permission to perform Moonlighting activities, he/she must obtain professional liability insurance and a copy of his/her Certificate of Insurance coverage must be submitted to the Health Center’s Chief Medical Officer for inclusion in Clinician’s personnel file.

10. Credentialing.

Clinician is required to promptly complete and maintain all credentialing requirements and standards established by Health Center. In addition, if Clinician has or seeks admitting privileges to a hospital at Health Center’s direction, her/she must complete and maintain all credentialing requirements and standards of such hospital. Clinician’s failure to timely supply credentialing information, including, but not limited to, a self-query of the National Practitioner Data Bank, shall be grounds of disciplinary action up to and including termination.

11. Standards of Conduct/Conflicts of Interest.
Clinician shall be required to read, sign, and adhere to Health Center’s Standards of Conduct and Conflicts of Interest Policy.

12. Confidentiality.

a. All files, documents, and records pertaining to Health Center and its patients are the exclusive property of Health Center and shall be maintained at Health Center facilities. All material provided by Health Center to Clinician pursuant to the past and current relationship between the parties, including, but not limited to, patient lists, contracts, marketing information, and files is Health Center’s proprietary property. Clinician shall, at all times, keep confidential and not disclose or furnish to anyone outside the scope of his or her responsibilities as Clinician (a) the names or addresses of any of Health Center’s patients or staff; (b) the diagnosis, treatment and results thereof of any care furnished by him or her, or any Health Center physician or clinician to any Health Center patient, except as authorized in writing by the patient or as may otherwise be required by law; and (c) any information or documents received or created by Clinician during the course of this Agreement regarding the personnel, financial, business or other affairs of Health Center, its employees or its patients (“Confidential Information”). Clinician is prohibited from removing any Confidential Information, including patient medical records, from any Health Center facility without the Chief Medical Officer’s (or his/her designee’s) express written consent.

b. Clinician shall not, at any time, use such information, directly or indirectly for any purposes other than to accomplish the purposes of this Agreement. Other than for purposes related to treatment of a patient, Clinician shall not disclose or release any Confidential Information to any third-party without Health Center’s prior written consent. Upon notice of termination of this Agreement, Clinician agrees to return all materials, including all copies thereof, whether or not authorized, to Health Center. This provision shall survive termination, nonrenewal or expiration of this Agreement.

c. For purposes of this provision, information shall not be considered proprietary if: (a) such information is required to be disclosed pursuant to law, provided however that Health Center is provided reasonable advance notice of disclosure, or (b) is generally available to the public, other than through a violation of this provision by Clinician.

d. In the event of a breach or threatened breach of this provision by Clinician directly or indirectly through another party, the parties agree that such breach or
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thwarted breach shall cause irreparable harm to Health Center and Health Center shall have the right of specific performance and injunctive relief (without having to post bond therefor) in addition to any and all other remedies and rights at law or in equity, and such rights and remedies shall be cumulative. If it is determined by a court of competent jurisdiction that the scope of the provisions contained in this provision are too extensive to be enforceable, then they shall automatically be modified to be whatever is determined by such court to be reasonable in order to obtain enforcement and the parties hereto agree to accept such determination subject to any appeals.

13. Remedies.

Clinician acknowledges that any remedy Health Center may have at law for a breach of the Confidentiality provision (Clause 12) will be inadequate and that the damages that flow from such a breach are not easily measurable in monetary terms. Therefore, Clinician agrees that Health Center shall be entitled to immediate injunctive relief for any threatened or actual breach. Clinician’s breach of the Confidentiality provision shall also give rise to monetary damages. Clinician has carefully considered the nature of the restrictions placed upon him/her and the rights and remedies conferred upon Health Center under this Agreement.

C. Health Center’s Responsibilities

1. Compensation.

In consideration of Clinician’s performance under this Agreement, Health Center shall pay to Clinician a salary of $____________ per year. Such compensation shall be paid according to Health Center’s customary payroll practices. In addition to his/her base compensation, Clinician shall be entitled to participate in any incentive program that Health Center may from time to time establish.

2. Benefits.

Clinician shall be entitled to all of the benefits provided or made available to Health Center employees set forth in Health Center’s published Personnel Policies except as specifically modified herein. Health Center may, from time to time, alter or terminate various benefits in accordance with its published Personnel Policies.

3. Insurance.

Malpractice insurance coverage is provided under the Federal Tort Claims Act (“FTCA”) pursuant to Section 224 (g) of the Public Health Service Act [or] Health Center will provide Clinician with commercial malpractice insurance with limits of ________________ for health
care services delivered at Health Center or on behalf of Health Center as part of an assigned practice. [insert appropriate clause].

NOTE: FTCA covers all employed clinicians of the health center, whether full-time or part-time, provided that the health center has been deemed eligible for FTCA coverage and that the services are provided to health center patients within the health center’s scope of project and the clinician’s scope of employment. However, FTCA may not cover certain activities performed by health center clinicians if these criteria are not met. Accordingly, even if deemed eligible, the health center should review current FTCA policy prior to assuming all activities are covered under FTCA.

Clinician’s continued insurability for professional liability insurance is a condition of employment. If insurance coverage is denied to Clinician, such loss of insurability shall be deemed to be cause for immediate termination of this Agreement.

4. Professional Licensure and Association Fees.

Clinician shall be reimbursed up to ______________ per year for pre-approved continuing medical education expenses upon presentation of evidence of an expenditure. Such expenses shall not be paid after notice of non-renewal or termination of this Agreement. Should Clinician leave Health Center’s employ before the end of the contractual period, the payment of such professional licensure and association fees will be prorated to reflect reimbursement for the actual period of service.


Health Center, at its sole discretion, shall annually evaluate Clinician’s performance. The results of the performance appraisal shall be made known to Clinician in writing, and shall be considered in determining any future pay increases. Following the performance evaluation, Clinician may be required to participate in the development of and comply with a performance plan, including productivity goals, to improve his/her performance.

6. Oversight.

Health Center shall retain all authority placed in it by law or customary practice in the State of _______________. Health Center shall exercise general oversight authority over the services rendered by Clinician to Health Center patients pursuant to this Agreement.

7. Use of Clinician’s Name.
Health Center shall have the right to include Clinician’s name, telephone number, service site, hours of services, and practice concentration or specialty in its marketing and administrative materials.

D. Miscellaneous

1. Term and Termination

   a. Term

   This contract shall commence on ______________ and shall continue for one year. Upon expiration of the initial term, the Agreement shall be renewed for successive one (1) year terms, unless either party notifies the other of its intent not to renew at least sixty (60) days prior to the expiration of the term.

   b. Immediate Termination

   This Agreement may be terminated immediately upon written notice in the event of: (a) revocation or suspension of Clinician’s license, certification or authorization to practice, or any other disciplinary action taken against Clinician by any regulatory authority or association engaged in regulating Clinician’s practice; (b) Clinician’s suspension or exclusion from any federal health care program; (c) Clinician’s failure to qualify for coverage for malpractice insurance provided by Health Center or coverage under the FTCA; (d) loss, suspension, or limitation of Clinician’s staff privileges at any hospital other than that imposed for administrative purposes; (e) a violation by Clinician of the confidentiality provisions set forth herein; (f) Health Center’s reasonable belief that Clinician is incompetent or the health, safety and/or welfare of Health Center’s patients is endangered; (g) Clinician’s violation of Health Center’s policies and procedures, including, but not limited to, its Non-Harassment Policy, Employee Handbook, HIPAA policies and procedures, Standards of Conduct, Conflict of Interest, or administrative policies/procedures, (h) violation of Section B(8) of this Agreement; and/or (i) Health Center’s reasonable belief that Clinician has committed fraud.

   c. Termination Upon Notice of Breach

   This Agreement may be terminated upon thirty days prior written notice by Health Center if Clinician materially breaches any provision of the Agreement (except those provisions allowing immediate termination as set forth in the preceding paragraph or elsewhere in this Agreement) when such breach is not cured to the reasonable satisfaction of Health Center within such thirty (30) day
notice period or in the event of Disability prevents Clinician from performing essential functions of her employment as contemplated by this Agreement, after Health Center has made reasonable accommodations as required by law. Clinician may terminate this Agreement upon thirty (30) days prior written notice if Health Center fails to pay compensation according to the terms of this Agreement and fails to cure such breach within the thirty (30) day notice period. Any notice given by one party to the other under this provision must include a specific, detailed explanation of the breach.

d. Termination Without Cause

   i. Clinician must provide sixty (60) days’ notice of termination or non-renewal of this Agreement.

   ii. Health Center may terminate this Agreement without cause upon three months notice.

   iii. Clinician’s failure to provide Health Center with the aforementioned notice may result in Clinician’s forfeiture of accrued but unpaid annual leave.

e. Termination for Incapacity, Disability or Death

   i. This Agreement shall automatically terminate upon Clinician’s death.

   ii. In the event of Clinician’s Disability this Agreement may be terminated at Health Center’s option if Clinician is unable to perform the essential functions of his/her position.

   iii. If, due to Incapacity, Clinician is unable to perform his/her duties, Health Center may terminate this Agreement. Health Center and Clinician’s agreement to permit Clinician to participate in a drug or alcohol rehabilitation program does not exempt his/her from disciplinary action or termination, if appropriate.

f. Waiver of Notice

   Health Center may, at its sole discretion, waive the notice period and immediately terminate the Clinician upon Clinician’s notice of termination or non-renewal. Health Center’s waiver of the notice period will not result in the forfeiture of Clinician’s accrued but unpaid annual leave, provided proper notice was given.
2. **Billing of Third Party Payors.**

The Parties agree that all patients served by the Clinician, on behalf of Health Center, are Health Center’s patients. Accordingly, Health Center shall be responsible for all billing and collections from such patients and third party payors (including Medicare and Medicaid) for services rendered to such patients. Clinician shall cooperate with Health Center’s requirements regarding billing and collection as Health Center may reasonably request. The Parties agree that all revenue generated by the provision of ___________ services by the Clinician pursuant to this Agreement will be retained by Health Center. In the event that Clinician directly receives payment from a third party payor or a patient, Clinician shall promptly submit the check/payment to Health Center’s Chief Financial Officer.

3. **Capacity.**

Clinician hereby warrants that he/she has the right and capacity to enter into this Agreement and agrees to indemnify Health Center and hold it harmless from and against any and all claims, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from any prior or existing contract between Clinician and any third party. This includes but is not limited to Clinician’s violation of a restrictive covenant and/or liability for fees owed to recruiters, headhunters or locum tenes companies.

4. **Entire Agreement.**

This writing represents the entire Agreement and understanding of the parties with respect to the subject matter contained hereof and neither party has made any representations or warranty other than those set forth in this Agreement. This Agreement supersedes all prior written and oral agreements between the parties.

5. **Headings.**

The headings contained herein are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

6. **Severability.**

If any provision (or portion of a provision) of this Agreement shall be held to be unenforceable or otherwise contrary to any applicable laws, regulations or rules, such provision shall have no effect and shall be severable; the remainder of such provision and/or this Agreement shall not be affected but shall be construed as if not containing the invalid provision.
7. **Waiver of Breach.**

Neither the failure by a party to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a remedy consequential to a breach thereof, nor the acceptance of full or partial performance during the continuance of any breach by the other, shall constitute a waiver of any such breach or of such covenant, agreement, or condition.

8. **Choice of Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of ________________ as well as applicable federal laws.

9. **Arbitration.**

Any dispute between the Parties arising out of or relating to this Agreement or Clinician’s employment with Health Center shall be settled by arbitration. Either Party may initiate the arbitration by making a written demand with the other Party. Such arbitration shall be conducted in ________________ in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Each party shall be responsible for his/her costs of any such arbitration.

10. **Notice.**

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified mail, return receipt request, postage prepaid, or by Federal Express or other similar overnight service to Health Center:

Chief Executive Officer
Health Center

____________________
____________________

With copies to:

Attorney
Attorney’s Address

and to Clinician:

____________________
____________________
____________________
11. Modification.

No modification of this Agreement shall be binding or enforceable unless in writing and signed by Clinician and the Chief Executive Officer or his designee.

12. Assignment.

This Agreement is for the personal services of Clinician and no assignment by Clinician of this Agreement or the rights and obligations hereunder shall be valid without the written consent of Health Center. Health Center may assign its rights and obligations under this Agreement to any affiliate, surviving entity or successor in any merger, consolidation or other reorganization.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

_________________________________  _________________________
Name       Date
Chief Executive Officer
Health Center

_________________________________  _________________________
Clinician      Date
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DENTAL PROVIDER EMPLOYMENT AGREEMENT  

This Agreement is made as of this _____ day of ____________, 20__ by and between ________________________, a federally qualified health center organized and existing under the laws of ____________________ with its administrative offices at [INSERT ADDRESS] (“Health Center”) and ________________, a licensed dentist residing at [INSERT ADDRESS] (“Dentist”).  

WHEREAS, Health Center operates a federally qualified health center licensed to provide dental services in ____________________; and  

WHEREAS, Dentist is a dentist duly licensed to practice dentistry in ____________________, specializing in ____________________; and  

WHEREAS, Health Center wants to employ and Dentist desires to be employed by Health Center,  

NOW THEREFORE, for good and valuable consideration, in which the parties agree as follows:  

A. Definitions  

1. “Health Center Facilities” means those health care clinics or sites operated or managed by Health Center, along with the mobile vans, and any other sites, which Health Center may operate or manage, during the term of this Agreement.  

2. “Hours of Operation” means those hours each day during which Health Center Facilities are open.  

3. “Personnel Policies” means those policies, rules and procedures, including all amendments or modifications thereof, adopted by Health Center and approved by the Board of Directors regarding the rights and responsibilities of Health Center employees.  

4. “Moonlighting” means the provision of health care services outside Dentist’s professional responsibilities to Health Center regardless of whether Dentist receives compensation for the provision of such services.  

5. “Disability” means a physical or mental impairment that substantially limits one or more of the major life activities of an individual.  

6. “Incapacity” means inability to practice dentistry with reasonable skill and safety, for reasons including but not limited impairment by alcohol or drugs, or because of mental instability that does not meet the definition of a Disability.
B. Dentist’s Responsibilities

1. Employment Status.

Dentist shall be a salaried employee of Health Center subject to Health Center’s policies and procedures, including its health care policies and procedures, its published Personnel Policies and procedures generally applicable to Health Center employees, and the terms of this Agreement. Should a conflict exist between Health Center’s published Personnel Policies/procedures and this Agreement, this Agreement shall govern unless specifically stated otherwise.

2. Scope of Services.

a. Dental Services.

Dentist shall be available at Health Center Facilities during their Hours of Operations as shall be necessary and practical for the prompt delivery of dental services. In addition, Dentist shall provide emergency services to patients when necessary and in accordance with Health Center’s policies and procedures and generally accepted standards of dental care. All dental services shall be provided in accordance with Dentist’s job description (attached hereto and incorporated herein) and Health Center’s Scope of Project as it is defined for purposes of coverage under the Federal Tort Claims Act.

b. Administrative Services.

Dentist shall devote a sufficient number of hours (as defined by Health Center) to administrative functions that shall include, but are not limited to:

i. prompt and accurate preparation and completion of records and reports of all examinations, procedures, and other services rendered by the Dentist as Health Center may reasonably request, including prompt placement of such information into patient charts in accordance with Health Center’s policies and procedures;

ii. conduct of other activities consistent with appropriate standards of care;

iii. attendance at meetings, trainings, classes, or functions required by Health Center (during and/or outside of regular working hours);

iv. prompt preparation and filing of accurate and complete time records and reports of hours worked; and
v. all other documentation, records, and reports required by Health Center.

Except as otherwise specifically directed by Health Center, all administrative tasks, including completion of records and reports, shall be performed at Health Center Facilities and at no time shall Dentist remove any records or reports (or copies thereof) from Health Center Facilities without the express written permission of the Chief Medical Officer.

c. Work Schedule.

Dentist’s work schedule shall be established by the Chief Medical Officer (or his/her designee) and such schedule may be modified from time to time and at Health Center’s sole discretion. Dentist’s responsibilities may be changed from time to time and additional assignments may be added or subtracted at Health Center’s sole discretion. Dentist is required to maintain his/her records relating to all services rendered and hours worked in a form and manner required by Health Center.

d. Health Center Facilities.

Dentist shall be assigned to provide services at one or more of Health Center’s clinics or sites at Health Center’s sole discretion. In addition, from time to time, and at Health Center’s sole discretion, Dentist may be asked to provide services at another Health Center Facility.


a. Dentist agrees to abide by all quality assurance, utilization review, credentialing, performance standards, productivity standards, clinical guidelines, privacy standards, standards of conduct, patients’ rights and responsibilities, and other health care and administrative policies and procedures that Health Center may establish.

b. Dentist shall follow Health Center’s published Personnel Policies and procedures. In any case where the published Personnel Policies and procedures differ from this Agreement, this Agreement shall govern.

4. Licensure and Certification.
Dentist shall, at all times, be properly licensed to practice dentistry in the State of _______________ and shall meet all continuing education requirements necessary for such licensure (if required). In addition, Dentist must maintain his/her certification with the Drug Enforcement Agency (“DEA”) and under applicable laws of the State of _______________, as well as be eligible to provide care under federal health care programs including, but not limited to, Medicare and Medicaid throughout the term of this Agreement. Dentist must promptly (within 24 hours) notify Health Center of any changes in licensure/certification status or eligibility to provide services under a federal health care program. Failure to fulfill any of the above requirements shall be grounds for immediate termination of this Agreement.

5. **Standards of Practice.**

Dentist shall provide such dental services as may be required of Health Center’s patients in accordance with the quality of medical care required by accepted community standards for the practice of dentistry, all existing federal, state and local laws and regulations, and Health Center’s health care policies and procedures. Dentist must provide care based upon appropriate standards of care and in compliance with Health Center’s performance and productivity goals and/or standards, as well as cooperate with any and all of Health Center’s quality assurance and utilization review protocols. In addition, Dentist shall participate in Health Center’s quality improvement and compliance programs and may be required to participate in committees formed for the development and performance of such quality improvement and compliance programs. Dentist may, from time to time, be asked to advise Health Center’s Board of Directors regarding issues of medical care and service delivery at monthly board meetings or occasional committee meetings.

6. **On-Call Coverage.**

Dentist shall provide or make arrangements for fulfilling on-call responsibilities in accordance with the clinical work schedule developed by Health Center. Health Center shall make reasonable efforts to ensure that weeknight and/or weekend “on-call” coverage is shared among the medical staff, unless otherwise agreed to by the medical staff.

**NOTE:** insert of Dentists participates in any on-call coverage arrangements

7. **Contractual Obligations.**

a. Dentist must provide care consistent with Health Center’s contracts, including any contracts with managed care organizations and insurers. In addition, Dentist shall comply with all contractual requirements regarding credentialing, utilization management, quality assurance, grievance procedures, provider directory listings, and any other policies and procedures that such contracts may require.
b. Dentist is strictly prohibited from entering into any contracts, memoranda of agreement, grants, and/or any formal or informal agreements (“Contracts”) on Health Center’s behalf or as a representative of Health Center without the express, written authorization of Health Center’s Chief Executive Officer. Any violation of this provision shall result in immediate termination.

c. Unless otherwise agreed by the parties in writing, all records, supplies, equipment, patient information, referral sources or other items acquired for, supplied to, or generated by Dentist during the terms of this Agreement shall belong to Health Center and not to Dentist.

8. Outside Activities.

As a salaried full-time employee of Health Center, Dentist is restricted from engaging in regular, reimbursed outside professional employment without Health Center’s Chief Executive Officer’s or Chief Medical Officer’s express, written authorization. Dentist may request authorization to engage in Moonlighting activities at times other than during the Hours of Operation or when he/she is on duty or on-call. Should Dentist choose to conduct and receive Health Center’s permission to perform Moonlighting activities, he/she must obtain professional liability insurance and a copy of his/her Certificate of Insurance coverage must be submitted to the Health Center’s Chief Medical Officer for inclusion in Dentist’s personnel file.

9. Credentialing.

Dentist is required to promptly complete and maintain all credentialing requirements and standards established by Health Center. Dentist’s failure to timely supply credentialing information, including, but not limited to, a self-query of the National Practitioner Data Bank, shall be grounds of disciplinary action up to and including termination.

10. Standards of Conduct/Conflicts of Interest.

Dentist shall be required to read, sign, and adhere to Health Center’s Standards of Conduct and Conflicts of Interest Policy.

11. Confidentiality.

a. All files, documents, and records pertaining to Health Center and its patients are the exclusive property of Health Center and shall be maintained at Health Center facilities. All material provided by Health Center to Dentist pursuant to the past and current relationship between the parties, including, but not limited to, patient lists, contracts, marketing information, and files is Health Center’s proprietary property. Dentist shall, at all times, keep confidential and not disclose or furnish to anyone outside the scope of his or her responsibilities as
Dentist (a) the names or addresses of any of Health Center’s patients or staff; (b) the diagnosis, treatment and results thereof of any medical care furnished by him or her, or by any other Health Center dentist, physician, or other clinician to any Health Center patient, except as authorized in writing by the patient or as may otherwise be required by law; and (c) any information or documents received or created by Dentist during the course of this Agreement regarding the personnel, financial, business or other affairs of Health Center, its employees or its patients (“Confidential Information”). Dentist is prohibited from removing any Confidential Information, including patient medical records, from any Health Center facility without the Chief Medical Officer’s (or his/her designee’s) express written consent.

b. Dentist shall not, at any time, use such information, directly or indirectly for any purposes other than to accomplish the purposes of this Agreement. Other than for purposes related to treatment of a patient, Dentist shall not disclose or release any Confidential Information to any third-party without Health Center’s prior written consent. Upon notice of termination of this Agreement, Dentist agrees to return all materials, including all copies thereof, whether or not authorized, to Health Center. This provision shall survive termination, nonrenewal or expiration of this Agreement.

c. For purposes of this provision, information shall not be considered proprietary if: (a) such information is required to be disclosed pursuant to law, provided however that Health Center is provided reasonable advance notice of disclosure, or (b) is generally available to the public, other than through a violation of this provision by Dentist.

d. In the event of a breach or threatened breach of this provision by Dentist directly or indirectly through another party, the parties agree that such breach or threatened breach shall cause irreparable harm to Health Center and Health Center shall have the right of specific performance and injunctive relief (without having to post bond therefor) in addition to any and all other remedies and rights at law or in equity, and such rights and remedies shall be cumulative. If it is determined by a court of competent jurisdiction that the scope of the provisions contained in this provision are too extensive to be enforceable, then they shall automatically be modified to be whatever is determined by such court to be reasonable in order to obtain enforcement and the parties hereto agree to accept such determination subject to any appeals.

12. Remedies.

Dentist acknowledges that any remedy Health Center may have at law for a breach of the Confidentiality provision (Clause 11) will be inadequate and that the damages that flow from
such a breach are not easily measurable in monetary terms. Therefore, Dentist agrees that Health Center shall be entitled to immediate injunctive relief for any threatened or actual breach. Dentist’s breach of the Confidentiality provision shall also give rise to monetary damages. Dentist has carefully considered the nature of the restrictions placed upon him/her and the rights and remedies conferred upon Health Center under this Agreement.

C. Health Center’s Responsibilities

1. Compensation.

In consideration of Dentist’s performance under this Agreement, Health Center shall pay to Dentist a salary of $____________ per year. Such compensation shall be paid according to Health Center’s customary payroll practices. In addition to his/her base compensation, Dentist shall be entitled to participate in any incentive program that Health Center may from time to time establish.

2. Benefits.

Dentist shall be entitled to all of the benefits provided or made available to Health Center employees set forth in Health Center’s published Personnel Policies except as specifically modified herein. Health Center may, from time to time, alter or terminate various benefits in accordance with its published Personnel Policies.

3. Insurance.

Malpractice insurance coverage is provided under the Federal Tort Claims Act (‘FTCA’) pursuant to Section 224 (g) of the Public Health Service Act [or] Health Center will provide Dentist with commercial malpractice insurance with limits of ______________ for health care services delivered at Health Center or on behalf of Health Center as part of an assigned practice. [insert appropriate clause].

NOTE: FTCA covers all employed clinicians of the health center, whether full-time or part-time, provided that the health center has been deemed eligible for FTCA coverage and that the services are provided to health center patients within the health center’s scope of project and the clinician’s scope of employment. However, FTCA may not cover certain activities performed by health center clinicians if these criteria are not met. Accordingly, even if deemed eligible, the health center should review current FTCA policy prior to assuming all activities are covered under FTCA.

Dentist’s continued insurability for professional liability insurance is a condition of employment. If insurance coverage is denied to Dentist, such loss of insurability shall be deemed to be cause for immediate termination of this Agreement.
4. Professional Licensure and Association Fees.

Dentist shall be reimbursed up to ____________ per year for pre-approved continuing medical education expenses upon presentation of evidence of an expenditure. Such expenses shall not be paid after notice of non-renewal or termination of this Agreement. Should Dentist leave Health Center’s employ before the end of the contractual period, the payment of such professional licensure and association fees will be prorated to reflect reimbursement for the actual period of service.


Health Center, at its sole discretion, shall annually evaluate the Dentist’s performance. The results of the performance appraisal shall be made known to Dentist in writing, and shall be considered in determining any future pay increases. Following the performance evaluation, Dentist may be required to participate in the development of and comply with a performance plan, including productivity goals, to improve his/her performance.

6. Oversight.

Health Center shall retain all authority placed in it by law or customary practice in the State of ________________. Health Center shall exercise general oversight authority over the services rendered by Dentist to Health Center patients pursuant to this Agreement.

7. Use of Dentist’s Name.

Health Center shall have the right to include Dentist’s name, telephone number, service site, hours of services, and practice concentration or specialty in its marketing and administrative materials.

D. Miscellaneous

1. Term and Termination

a. Term

This contract shall commence on ________________ and shall continue for one year. Upon expiration of the initial term, the Agreement shall be renewed for successive one (1) year terms, unless either party notifies the other of its intent not to renew at least sixty (60) days prior to the expiration of the term.

b. Immediate Termination
This Agreement may be terminated immediately upon written notice in the event of: (a) revocation or suspension of Dentist’s license to practice medicine, or any other disciplinary action taken against Dentist by any regulatory authority or association engaged in regulating the practice of medicine; (b) Dentist’s suspension or exclusion from any federal health care program; (c) Dentist’s failure to qualify for coverage for malpractice insurance provided by Health Center or coverage under the FTCA; (d) a violation by Dentist of the confidentiality provisions set forth herein; (e) Health Center’s reasonable belief that Dentist is incompetent or the health, safety and/or welfare of Health Center’s patients is endangered; (f) Dentist’s violation of Health Center’s policies and procedures, including, but not limited to, its Non-Harassment Policy, Employee Handbook, HIPAA policies and procedures, Standards of Conduct, Conflict of Interest, or administrative policies/procedures, (g) violation of Section B(7) of this Agreement; and (h) Health Center’s reasonable belief that Dentist has committed fraud.

c. Termination Upon Notice of Breach

This Agreement may be terminated upon thirty days prior written notice by Health Center if Dentist materially breaches any provision of the Agreement (except those provisions allowing immediate termination as set forth in the preceding paragraph or elsewhere in this Agreement) when such breach is not cured to the reasonable satisfaction of Health Center within such thirty (30) day notice period or in the event of Disability prevents Dentist from performing essential functions of her employment as contemplated by this Agreement, after Health Center has made reasonable accommodations as required by law. Dentist may terminate this Agreement upon thirty (30) days prior written notice if Health Center fails to pay compensation according to the terms of this Agreement and fails to cure such breach within the thirty (30) day notice period. Any notice given by one party to the other under this provision must include a specific, detailed explanation of the breach.

d. Termination Without Cause

i. Dentist must provide sixty (60) days’ notice of termination or non-renewal of this Agreement.

ii. Health Center may terminate this Agreement without cause upon three months notice.

iii. Dentist’s failure to provide Health Center with the aforementioned notice may result in Dentist’s forfeiture of accrued but unpaid annual leave.
e. Waiver of Notice

Health Center may, at its sole discretion, waive the notice period and immediately terminate the Dentist upon Dentist’s notice of termination or non-renewal. Health Center’s waiver of the notice period will not result in the forfeiture of Dentist’s accrued but unpaid annual leave, provided proper notice was given.


The Parties agree that all patients served by the Dentist, on behalf of Health Center, are Health Center’s patients. Accordingly, Health Center shall be responsible for all billing and collections from such patients and third party payors (including Medicare and Medicaid) for services rendered to such patients. Dentist shall cooperate with Health Center’s requirements regarding billing and collection as Health Center may reasonably request. The Parties agree that all revenue generated by the provision of dental services by the Dentist pursuant to this Agreement will be retained by Health Center. In the event that Dentist directly receives payment from a third party payor or a patient, Dentist shall promptly submit the check/payment to Health Center’s Chief Financial Officer.

3. Capacity.

Dentist hereby warrants that he/she has the right and capacity to enter into this Agreement and agrees to indemnify Health Center and hold it harmless from and against any and all claims, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from any prior or existing contract between Dentist and any third party. This includes but is not limited to Dentist’s violation of a restrictive covenant and/or liability for fees owed to recruiters, headhunters or locum tenes companies.

4. Entire Agreement.

This writing represents the entire Agreement and understanding of the parties with respect to the subject matter contained hereof and neither party has made any representations or warranty other than those set forth in this Agreement. This Agreement supersedes all prior written and oral agreements between the parties.

5. Headings.

The headings contained herein are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

If any provision (or portion of a provision) of this Agreement shall be held to be unenforceable or otherwise contrary to any applicable laws, regulations or rules, such provision shall have no effect and shall be severable; the remainder of such provision and/or this Agreement shall not be affected but shall be construed as if not containing the invalid provision.

7. **Waiver of Breach.**

Neither the failure by a party to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a remedy consequential to a breach thereof, nor the acceptance of full or partial performance during the continuance of any breach by the other, shall constitute a waiver of any such breach or of such covenant, agreement, or condition.

8. **Choice of Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of ________________ as well as applicable federal laws.

9. **Arbitration.**

Any dispute between the Parties arising out of or relating to this Agreement or Dentist’s employment with Health Center shall be settled by arbitration. Either Party may initiate the arbitration by making a written demand with the other Party. Such arbitration shall be conducted in ________________ in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Each party shall be responsible for his/her costs of any such arbitration.

10. **Notice.**

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified mail, return receipt request, postage prepaid, or by Federal Express or other similar overnight service to Health Center:

Chief Executive Officer
Health Center

____________________
____________________

With copies to:

Attorney
Attorney’s Address
and to Dentist:

____________________
____________________
____________________

11. **Modification.**

No modification of this Agreement shall be binding or enforceable unless in writing and signed by Dentist and the Chief Executive Officer or his designee.

12. **Assignment.**

This Agreement is for the personal services of Dentist and no assignment by Dentist of this Agreement or the rights and obligations hereunder shall be valid without the written consent of Health Center. Health Center may assign its rights and obligations under this Agreement to any affiliate, surviving entity or successor in any merger, consolidation or other reorganization.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first above written.

___________________________  _________________
Name       Date
Chief Executive Officer
Health Center

___________________________  _________________
Dentist     Date
LOCUM TENENS AGREEMENT

This Agreement is made as of this _____ day of ____________, 20__ by and between
________________________________________, a federally qualified health center organized and existing under the
laws of ______________________ with its administrative offices at [INSERT ADDRESS]
(“Health Center”) and ______________, a licensed physician residing at [INSERT ADDRESS]
(“Provider”).

WHEREAS, Health Center operates a federally qualified health center licensed to provide primary, ambulatory health care services in ______________________; and

WHEREAS, Provider is a physician duly licensed to practice medicine in
______________________, specializing in ______________________; and

WHEREAS, Health Center desires to enter into an agreement with Provider whereby Provider, as an independent contractor, will provide physician services to support Health Center’s delivery of primary and preventive health care to Health Center’s patients and to promote continuity of care for the medically underserved communities served by Health Center;

NOW THEREFORE, for good and valuable consideration, in which the parties agree as follows:

Section 1. Scope of Services.

1.1 Provider shall furnish, under the direction of Health Center, physician services subject to the terms and conditions contained in this Agreement.

1.2 The scope of physician services and the locations where such services are to be furnished are set forth more specifically in Exhibit A, attached hereto and incorporated by reference herein. The Parties acknowledge that during the course of this Agreement the Parties may mutually amend Exhibit A, as reasonable, appropriate, and necessary to effectuate the purposes of this Agreement.

1.3 Health Center will be responsible for providing, as appropriate, the services of all other clinical and nonclinical personnel, including, as may be appropriate, nurse practitioners, licensed registered and practical nurses and technicians for the efficient operation of the Health Center clinic sites. Health Center will provide all reasonably necessary office space, medical equipment, drugs, supplies, furniture and dictation and transcription services for use by Provider in furnishing physician services hereunder.
1.4 Health Center shall retain all authority placed in it by law and customary practice in the State of _________, as well as retain all licenses, permits, certifications, and approvals necessary for the operation of Health Center clinic sites.

Section 2. Payment.

2.1 Health Center hereby agrees to pay Provider for the physician services hereunder, in accordance with the terms of Exhibit B, which is incorporated herein. Provider agrees to accept such compensation as payment in full for the physician services provided pursuant to this Agreement.

2.2 All patients receiving physician services from Provider at the Health Center clinic sites shall be considered patients of Health Center. Accordingly, Health Center shall be solely responsible for the billing of services rendered to such patients, as well as third party payors (including Medicaid and Medicare), and the collection and retention of any and all payments due. If, and to the extent that, a payor requires that Provider directly bill for services furnished by such person, Provider shall instruct the applicable payor to make payment directly to Health Center, or, if that is not permitted or not practical, shall promptly turn over any amounts they receive from the payor for such services to Health Center.

Section 3. Physician Services.

3.1 Credentials. Provider certifies that he/she is Board-certified or Board-eligible and is duly licensed, certified, and/or otherwise authorized to practice medicine in the State of ____________

3.2 Independent Contractor Status.

3.2.1 Provider hereby acknowledges and agrees that each Party is an independent contractor and that Provider shall not be considered an employee of Health Center. As such, Provider shall not be covered by, or entitled to, any insurance including, but not limited to, worker’s compensation coverage, or other employee benefits or privileges maintained by Health Center for its employees. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between or among the Parties other than that of independent contractors. Except as otherwise provided, neither of the Parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other Party.

3.2.2 Health Center shall not be responsible for the withholding of all taxes and similar items and the remitting of payments and returns to governmental agencies on behalf of Provider. Provider shall be responsible for payment of all applicable federal, state and local taxes, Social Security contributions, federal and/or state unemployment compensation insurance contributions and similar statutory obligations.
3.3 Governing Policies. Provider shall furnish services hereunder in accordance with Health Center’s Bylaws and Health Center’s health care and relevant personnel policies and procedures (without regard to any contrary policies, procedures, or protocols established by Provider), as amended from time to time (provided that Health Center shall inform Provider of all amendments not less than 30 days before they are to take effect with respect to Provider). Such policies and procedures include, but are not limited to, policies establishing the scope, location, and scheduled hours of services; clinical guidelines; quality assurance standards; standards of conduct; productivity standards; patients’ rights and responsibilities; and provider grievance and complaint resolution procedures. Subject to the above, Provider shall retain the right to exercise independent professional judgment in the performance of physician services hereunder.

3.4 Additional Requirements. Provider agrees that during the term of this Agreement, Provider shall, as applicable:

3.4.1 comply with applicable standards of professional practice and have customary narcotics and controlled substance numbers and licenses;

3.4.2 comply with all applicable federal, state, and local laws, rules, and regulations, provided that written notice of such laws as may uniquely apply to Health Center as an FQHC shall be provided by Health Center to Provider;

3.4.3 be, and remain eligible to be, a participating provider in the Medicaid and Medicare programs; and

3.4.4 not engage in any action that may adversely affect the ability of Provider to provide physician services pursuant to this Agreement, including, but not limited to, loss of required licensure or certification or inability to meet specified qualifications.

3.5 Selection and Oversight. Health Center, through its Executive Director and/or his or her designee, shall exercise general oversight authority over the performance of Provider of any activities within the scope of this Agreement, and shall exercise ultimate authority over the following:

3.5.1 the determination as to whether Provider meets Health Center’s credentialing requirements;

3.5.2 the determination as to the scope of clinical privileges at Health Center sites available to Provider and the continuing maintenance of such scope of privileges;
3.5.3 the determination, in consultation with Provider, as to the work schedule, including hours and location, and the productivity standards, that Provider is expected to meet;

3.5.4 the interpretation of Health Center’s health care and personnel policies and procedures, clinical guidelines, quality assurance standards, standards of conduct, patients’ rights and responsibilities, and provider grievance and complaint resolution procedures and their applicability to Provider during the term of this Agreement; and

3.5.5 the determination as to whether Provider is performing satisfactorily and consistent with Health Center policies and procedures.

3.6 Notification/Credentialing Information. Provider shall promptly furnish Health Center with credentialing information and any other information reasonably requested by Health Center. Provider shall notify Health Center within 30 days of any action, event, claim, proceeding, or investigation (including, but not limited to, any report made to the National Practitioner Data Bank or any other similar data bank) that could result, with respect to Provider, in the revocation, termination, suspension, limitation, or restriction of Provider’s license, certification, or qualification to provide such services. In the event of the same, Health Center shall have the right to suspend Provider from providing services pursuant to this Agreement, until such time as a final determination has been made with respect to the applicable action, event, claim, proceeding, or investigation.

3.7 Records and Reports. Provider shall use good faith efforts to cooperate with and, as reasonably requested, assist Health Center in the development, preparation, and maintenance of all required financial and programmatic records and reports, including, but not limited to, those records and reports described in Section 6 of this Agreement. As applicable, Provider shall submit to Health Center any books, records, reports, or any other documents or other property relating to Health Center or Health Center’s business, upon the termination (for any reason) of this Agreement.

3.8 Audits. Provider shall use good faith efforts to assist, cooperate and comply with any A-133 audit performed in connection with the services provided hereunder, if such audit is required during the term of this Agreement.

3.9 Grievances and Complaints/Corporate Compliance. Provider shall reasonably assist Health Center in handling grievances and complaints by patients or third party payors to the extent such grievances and complaints are related to the services provided by Provider pursuant to this Agreement. In addition, Provider shall fully cooperate with Health Center as reasonably appropriate and/or applicable in Health Center’s quality improvement and peer review processes, as well as in implementing Health Center’s corporate compliance program and, as applicable, any recommendations related to Health Center’s Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”) or other relevant accreditation.
3.10 **Risk Management.** In the event of a claim or potential claim involving either Health Center and/or Provider, which arises from the rendering of services by Provider hereunder, each Party will provide the other with such assistance as it may reasonably request to evaluate and, if necessary, defend against the claim, as well as to prevent any recurrence of the events that gave rise to the claim.

**Section 4. Freedom of Choice.**

It is the policy of Health Center that the health professionals who perform services on its behalf, whether as employees or as independent contractors, shall have sole and complete discretion, subject to any valid restriction(s) imposed by participation in a managed care plan, to refer patients of Health Center to any and all provider(s) based upon the health professional’s clinical judgment and the best interests of the patient. Provider shall be subject to this and all other applicable Health Center policies. All patients of Health Center shall be advised that, subject to any valid restriction(s) imposed by participation in a managed care plan, they may request referral to any provider(s) they choose.

**Section 5. Managed Care Contracts.**

Health Center shall have full authority to negotiate, enter into, or reject any provider contracts offered by managed care organizations for services to be furnished by Health Center’s health care professionals, including Provider.

**Section 6. Recordkeeping and Reporting.**

6.1 Each Party shall maintain financial records and reports, supporting documents, statistical records, and all other books, documents, papers or other records related and pertinent to this Agreement for a period of four years from the date this Agreement expires or is terminated; the foregoing notwithstanding, however, the provisions of this sentence shall be applicable as to Provider only as to those financial records and reports, supporting documents, statistical records, and all other books, documents, papers or other records required to be produced and/or maintained by Provider herein. If an audit, litigation, or other action involving the records is started before the end of the four-year period, each Party agrees to maintain the records until the end of the four-year period or until the audit, litigation, or other action is completed, whichever is later.

6.2 Provider shall make available to the Health Center, U.S. Department of Health and Human Services (“DHHS”), and the Comptroller General of the United States, or any of their duly authorized representatives, upon reasonably appropriate notice, access to such financial records, reports, books, documents, and papers as may be reasonably necessary or required for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. Provider further agrees to permit
Health Center and DHHS to evaluate, through reasonable, appropriate or required inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Agreement. This right also includes timely and reasonable access to Provider for the purpose of interview and discussion related to such documents.

6.3 Provider shall establish and maintain medical records, prepared in accordance with standards reasonably prescribed by Health Center, relating to diagnosis and treatment of patients pursuant to this Agreement. Provider agrees that Health Center shall retain exclusive ownership of all such medical records. During the term of this Agreement, Health Center will allow Provider, upon reasonable notice to Health Center, to inspect and/or duplicate, any individual chart or record produced by Provider, to the extent necessary to meet the responsibilities to such patients and/or to assist in the defense of any malpractice or other claims to which such chart or record may be pertinent, subject to, and in accordance with, all applicable federal and state laws and regulations protecting the confidentiality of such information.

Section 7. Confidentiality.

7.1 Except as is necessary in the performance of this Agreement, or as authorized in writing by a Party or by law, the Parties (and, as applicable, their directors, officers, employees, agents and contractors) shall not disclose to any person, institution, entity, company, or any other third party, any information directly or indirectly related to either Party that the other Party (or, as applicable, their directors, officers, employees, agents and contractors) receives in any form as a result of performing obligations under this Agreement, or of which it is otherwise aware. The Parties (and, as applicable, their directors, officers, employees, agents and contractors) also agree not to disclose, except to each other, any proprietary information, professional secrets, or other information obtained in any form during the course of carrying out their responsibilities under this Agreement, unless either Party receives prior written authorization to do so from the other Party or as authorized by law. Nothing contained herein shall be construed to prohibit Provider, Health Center, DHHS, or other appropriate official from obtaining, reviewing, and auditing any information, record, data, and data elements to which (s)he is lawfully entitled.

7.2 The Parties (and, as applicable, their directors, officers, employees, agents and contractors) shall maintain the confidentiality of all information regarding the personal facts and circumstances of the patients receiving care provided at Health Center, in accordance with all applicable state and federal laws and regulations regarding the confidentiality of such information. Provider shall comply with Health Center’s HIPAA Privacy Rule policies and procedures.
Section 8. Compliance with Applicable Law.

8.1 This Agreement shall be governed and construed in accordance with the laws of the State of __________, as well as all applicable federal laws, regulations, and policies, including, but not limited to: (i) all laws, rules, policies, and other terms that are applicable to Health Center’s grant under Section 330 of the Public Health Service Act; and (ii) all applicable state and local laws, ordinances, and codes, including all licensing standards and applicable accreditation standards.

8.2 In connection with the provision of services pursuant to this Agreement, Provider and Health Center agree to comply with the Civil Rights Act of 1964 and all other federal, state or local laws, rules and orders prohibiting discrimination. Consistent with the foregoing, the Parties agree to comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations at 41 C.F.R. Part 60.

8.3 Provider hereby certifies that he or she has not been debarred or suspended from participation in the Medicaid and/or Medicare programs or any other federally funded contracts.

NOTE: Given that the locum tenens agreement is a procurement contract, in the unlikely event that this contract includes payment to the Provider in an amount greater than $100,000 per year, procurement requirements contained in Appendix A of 45 CFR Part 74 (including compliance with the Clean Air Act at 42 USC 7401 and the Federal Water Pollution Act, as amended at 33 USC 1251, as well as certification under the Byrd Anti-Lobbying Amendments at 31 USC 1352) must be included in the contract.

Section 9. Termination.

9.1 Termination by Mutual Agreement. This Agreement may be terminated, in whole or in part, at any time upon the mutual agreement of the Parties.

9.2 Termination by Either Party. Either Party may terminate this Agreement at any time, by providing sixty (60) days prior written notice to the other Party hereto of the election of said Party to terminate this Agreement, said termination to be effective sixty (60) days from the date following receipt by the other Party hereto of the terminating Party's notice of such termination.

9.3 Termination for Cause. Either Party may terminate this Agreement, by written notice to the other Party, if –

9.3.1 the other Party has materially breached this Agreement. However, if the breach is capable of being cured within 30 days, and if the terminating Party has not previously notified the breaching Party of the same or a substantially similar breach, then this right shall not
be exercised unless the breaching Party has been given written notice of the breach and has failed to cure such breach within 30 days of receiving notice. This cure period shall be shortened if a shorter period is needed to protect patients’ health or safety or if required by the State of ______________, DHHS, JCAHO, or any other entity by which Provider or Health Center must be licensed or accredited in order to conduct regular operations;

9.3.2 Health Center fails to maintain any license, accreditation, or certification required for the continued operation of the Health Center clinic sites;

9.3.3 the other party fails to maintain required insurance, in accordance with Section 11 of this Agreement;

9.3.4 the other Party is convicted of a crime, or is excluded from the Medicare or Medicaid programs, or is debarred by the federal or state government; or

9.3.5 Health Center voluntarily initiates bankruptcy proceedings or becomes unable to pay its liabilities as and when they become due, or involuntary bankruptcy proceedings are commenced against the other Party and are not dismissed within 30 days.

9.4 In addition to any of the other provisions of the Agreement relating to termination thereof, Health Center may terminate this Agreement, by written notice to Provider, upon –

9.4.1 the loss or suspension of any license, certification, or other authorization necessary for Provider to perform services under this Agreement;

9.4.2 the good faith determination by Health Center that Provider has committed an act of omission or commission, or is otherwise engaged in conduct, which could, in the good faith determination by Health Center, result in the revocation or suspension of such licensure or authorization as may be necessary for Provider to perform his or her duties under this Agreement (regardless of whether such suspension or revocation actually occurs); or

9.4.3 the good faith determination by Health Center that the health, welfare, and/or safety of patients receiving care from Provider is threatened by the continuation of Provider’s provision of services to Health Center patients.

9.5 Post-Termination Obligations. Upon termination, Provider shall continue treatment of any patient then receiving inpatient care by Provider on behalf of Health Center, or for whom medically appropriate continuation of care has not otherwise been arranged, until such patient is either discharged or appropriately transferred to another provider; provided that such continuing treatment will not jeopardize the health, welfare and/or safety of such patient.

Section 10. Dispute Resolution.
Any dispute arising under this Agreement shall first be addressed by Provider and Health Center’s Executive Director. Any dispute which has failed to be resolved by the Provider and the Executive Director within a reasonable period of time of the commencement of such discussions (not to exceed 30 days) may then be resolved by any and all means available.

Section 11. Insurance.

11.1 Malpractice insurance coverage is provided under the Federal Tort Claims Act ("FTCA") pursuant to Section 224 (g) of the Public Health Service Act [or] Provider is responsible for maintaining insurance at _______________ for health care services delivered at Health Center or on behalf of Health Center as part of an assigned practice. [insert appropriate clause]

NOTE: Clinicians contracted with the health center for less than 32 ½ hours per week are not covered by the FTCA unless they practice in one of the following areas: obstetrics/gynecology, family practice, general pediatrics, or general internal medicine. Moreover, under current Federal policy, a clinician must contract individually (not through his/her professional corporation or incorporated group practice or through another contracting entity) in order to be covered by the FTCA.

11.2 Physician’s continued insurability for professional liability insurance is a condition of employment. If insurance coverage is denied to Physician, such loss of insurability shall be deemed to be cause for immediate termination of this Agreement.

Section 12. Notices.

Any notice required or permitted under this Agreement shall be given in writing. Notices shall be sent to Provider at:

Provider
[Address]

and to Health Center at:

[Address]

Either Party may change its address for receiving notices by sending an appropriate notice, in writing, to the other Party.

Section 13. Severability.
The provisions of this Agreement are not severable. In the event that any one or more provisions of this Agreement are deemed null, void, illegal or unenforceable, the Parties shall renegotiate or terminate the remaining provisions of this Agreement unless the Parties mutually agree in writing that the invalidity, illegality, or unenforceability of those provisions does not materially change the obligations of the Parties under this Agreement. In the event that the Parties reach such an agreement, this Agreement shall be construed in all respects as if such invalid or unenforceable provisions have been omitted.

Section 14. Successors and Assigns; Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective transferees, successors and assigns; provided that neither Party shall have the right to assign, delegate or transfer this Agreement, or its rights and obligations hereunder, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld.

Section 15. Amendments.

Any amendment to this Agreement shall be in writing and signed by both Parties. Except for the specific provision of this Agreement which thereby may be amended, this Agreement shall remain in full force and effect after such amendment, except as otherwise provided herein.

Section 16. Entire Agreement.

This Agreement, together with the other agreements executed concurrently herewith, represents the complete understanding of the Parties with regard to the subject matter. This Agreement supersedes any prior agreements or understandings between the Parties, whether oral or written, relating to the subject matter of this Agreement. No such prior agreements or understandings may be enforced by either Party nor may they be employed for interpretation purposes in any dispute involving this Agreement. This Agreement shall be construed in accordance with the laws of the State of ____________.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

HEALTH CENTER PROVIDER

By: ____________________ (SEAL) By: ____________________ (SEAL)
SAMPLE ONLY
CONSULT STATE LAW FOR SPECIFIC STATE-BASED LEGAL REQUIREMENTS

Name: ____________________________
Title: ____________________________
Date: ____________________________  Date: ____________________________
JOB DESCRIPTION
MEDICAL DIRECTOR

PURPOSE:
Under direction of the Executive Director, provides professional medical services in the community health center.

DUTIES, FUNCTIONS AND RESPONSIBILITIES:

- Developing, reviewing, and implementing clinical practice guidelines.
- Organizing and facilitating staff development activities such as clinical practice updates, journal clubs, and chronic illness collaboratives.
- Reviewing clinical practice by developing and participating in medical record audits, peer review, and other practice review activities.
- Providing medical practice oversight for primary care operations in all community health center facilities to include involvement in individual provider practice and primary care program operations.
- Providing input and guidance regarding after hours call systems and provider hospital privileges.
- Providing medical practice perspective and guidance with regard to managed care issues.
- Providing medical practice perspective and guidance to primary care partnerships with other organizations and community partners, participate in negotiation of partnership contracts and agreements.
- Assuring quality practices are promoted by the development of practice guidelines, staff development activities, clinical practice review.
- Assuring coordination of activities and clinical practice for medical care and clinical services.
- Developing and maintaining systems for recruiting, hiring, credentialing and evaluating physicians.
- Developing and maintaining systems for medical provider peer review.
- Participating in and providing medical leadership and perspective in Public Health Professional Practice Committee, Quality Assurance/Improvement committee, Credentialing Committee and Leadership Group.
- Coordinating with Chief of Nursing Services regarding nurse practitioner and nursing practice issues in clinical operations and services.
- Providing medical perspective and leadership in critical incident reviews and other medical practice aspects of risk management.
- Providing medical practice perspective with regard to department billing procedures and policies.
- Facilitating and coordinating medical student and resident training opportunities and placements in the department. Assuring that appropriate contracts are in place to address liability, student health, and placement issues.
KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of the principles and practice of preventive medicine.
- Knowledge of the state and federal laws pertaining to medicine and to community health centers.
- Knowledge of the structure and function of community health centers.
- Skill in communicating effectively with patients and their families.
- Skill in establishing and maintaining effective working relationships with other employees, patients and the general public.

MINIMUM QUALIFICATIONS

Education and/or Equivalent Experience:

- Graduation from a college or university accredited by the American Medical Association with a Doctor of Medicine degree or accredited by the American Osteopathic Association with a Doctor of Osteopathy degree. If medical education occurred at a foreign medical school, the applicant must possess a current Educational Council Foreign Medical Graduate (ECFMG) Certificate. Successful completion of an approved program of residency training in family practice.

- Board Certification in Family Practice preferred; 3-5 years of clinical experience in one or more areas of medicine; 3-5 years of administrative or supervisory experience, preferably in an ambulatory setting.

LICENSES OR CERTIFICATIONS REQUIRED:

- License to practice medicine in the State of __________ plus current DEA registration.
JOB DESCRIPTION
FAMILY PRACTICE PHYSICIAN

PURPOSE:
Under direction of the Medical Director, provides professional medical services in the community health center.

DUTIES, FUNCTIONS AND RESPONSIBILITIES:

• Performs physical examinations of new and existing patients and determines x-ray examinations and clinical laboratory tests required.

• Interprets examination findings and test results, and implements treatment plans.

• Prepares and reviews case histories and obtains data through interviews.

• Provides continuing, comprehensive health maintenance and medical care to the entire family unit, to include preventive medicine, behavioral sciences, and community health.

• Directs outpatient and inpatient care and services.

• Manages family practice inpatients, conducts ward rounds, and prescribes inpatient therapy.

• Participates in surgical, obstetrical, gynecological, and critical care procedures according to training and demonstrated ability.

• Determines need for consultation and assists in medical care treatment provided at the direction of other specialists.

• Instructs other health care providers and non-medical personnel in a variety of health related topics, including first-aid measures, basic and advanced cardiac life support, and health care maintenance.

• May teach family practice residents and medical students.

KNOWLEDGE, SKILLS, AND ABILITIES

• Knowledge of the principles and practice of preventive medicine.
• Knowledge of the state and federal laws pertaining to medicine and to community health centers.
• Knowledge of the structure and function of community health centers.
• Skill in communicating effectively with patients and their families.
• Skill in establishing and maintaining effective working relationships with other employees, patients and the general public.
**MINIMUM QUALIFICATIONS**

Education and/or Equivalent Experience:
Graduation from a college or university accredited by the American Medical Association with a Doctor of Medicine degree or accredited by the American Osteopathic Association with a Doctor or Osteopathy degree. If medical education occurred at a foreign medical school, the applicant must possess a current Educational Council Foreign Medical Graduate (ECFMG) Certificate. Successful completion of an approved program of residency training in family practice.

**LICENSES OR CERTIFICATIONS REQUIRED:**
License to practice medicine in the State of ___________ plus current DEA registration.
JOB DESCRIPTION
INTERNAL MEDICINE PHYSICIAN

PURPOSE:
Under direction of the Medical Director, provides professional medical services in the community health center.

DUTIES, FUNCTIONS AND RESPONSIBILITIES:

• Provides comprehensive, continuous, and coordinated care managing both common and complex illness of adolescents, adults, and the elderly.

• Performs physical examinations of new and existing patients and determines x-ray examinations and clinical laboratory tests required.

• Interprets examination findings and test results, and implements treatment plans.

• Prescribes such treatment for internal diseases as drugs, physical therapy, and dietary regimens.

• Prepares and reviews case histories and obtains data through interviews.

• Determines need for consultation and assists in medical care treatment provided at the direction of other specialists.

• May instruct medical students and/or residents in procedures and methods of internal medicine.

KNOWLEDGE, SKILLS, AND ABILITIES

• Knowledge of the principles and practice of preventive medicine.
• Knowledge of the state and federal laws pertaining to medicine and to community health centers.
• Knowledge of the structure and function of community health centers.
• Skill in communicating effectively with patients and their families.
• Skill in establishing and maintaining effective working relationships with other employees, patients and the general public.
MINIMUM QUALIFICATIONS

Education and/or Equivalent Experience:

• Graduation from a college or university accredited by the American Medical Association with a Doctor of Medicine degree or accredited by the American Osteopathic Association with a Doctor or Osteopathy degree. If medical education occurred at a foreign medical school, the applicant must possess a current Educational Council Foreign Medical Graduate (ECFMG) Certificate. Successful completion of an approved program of residency training in internal medicine.

LICENSES OR CERTIFICATIONS REQUIRED:

• License to practice medicine in the State of ___________ plus current DEA registration.
JOB DESCRIPTION
PEDIATRICIAN

PURPOSE:
Under direction of the Medical Director, provides professional medical services in the community health center.

DUTIES, FUNCTIONS AND RESPONSIBILITIES:

• Examines, diagnoses, and treats diseases and injuries of infants, children, adolescents, and young adults from birth to age 21.

• Examines patients and determines need for x-ray examinations and clinical laboratory tests.

• Interprets examination findings and test results, and implements pediatric treatment plans.

• Prepares and reviews case histories and obtains data through interviews.

• Supports health promotion and disease prevention activities to enable each child to reach full potential.

• Monitors physical and psychosocial growth and development.

• Conducts age appropriate screening.

• Provides advice and education for patients and parents regarding appropriate preparation for predictable developmental challenges.

• Determines need for consultation and assists in medical care treatment provided at the direction of other specialists.

• May instruct medical students and/or residents in procedures for diagnosis and treatment of diseases and injuries of infants and children.

KNOWLEDGE, SKILLS, AND ABILITIES

• Knowledge of the principles and practice of preventive medicine.
• Knowledge of the state and federal laws pertaining to medicine and to community health centers.
• Knowledge of the structure and function of community health centers.
• Skill in communicating effectively with patients and their families.
• Skill in establishing and maintaining effective working relationships with other employees, patients and the general public.
MINIMUM QUALIFICATIONS

Education and/or Equivalent Experience:
• Graduation from a college or university accredited by the American Medical Association with a Doctor of Medicine degree or accredited by the American Osteopathic Association with a Doctor of Osteopathy degree. If medical education occurred at a foreign medical school, the applicant must possess a current Educational Council Foreign Medical Graduate (ECFMG) Certificate. Successful completion of an approved program of residency training in pediatrics.

LICENSES OR CERTIFICATIONS REQUIRED:
• License to practice medicine in the State of __________ plus current DEA registration.
JOB DESCRIPTION
OBSTETRICIAN AND GYNECOLOGIST

PURPOSE:
Under direction of the Medical Director, provides professional medical services in the community health center.

DUTIES, FUNCTIONS AND RESPONSIBILITIES:

• Performs physical examinations of new and existing patients and determines x-ray examinations and clinical laboratory tests required.

• Prepares and reviews case histories and obtains data through interviews.

• Diagnoses and treats diseases, disorders, and injuries of female reproductive system.

• Prescribes prenatal and postnatal care, including diet and medications.

• Performs deliveries in maternity cases.

• Administers and prescribes treatment such as antibiotics, drugs and compresses.

• Treats patients suffering from surgical shock, postoperative hemorrhages, and other complications.

• Applies surgical procedures and coordinates gynecological and obstetrical operations with anesthesiologist.

• Directs nurses in procedures for preoperative and postoperative care such as administering sedatives, prescribing diets, and preparing operative area of patients.

• Instructs interns and/or student residents in obstetrical and gynecological procedures.

KNOWLEDGE, SKILLS, AND ABILITIES

• Knowledge of the principles and practice of preventive medicine.

• Knowledge of the state and federal laws pertaining to medicine and to community health centers.

• Knowledge of the structure and function of community health centers.

• Skill in communicating effectively with patients and their families.

• Skill in establishing and maintaining effective working relationships with other employees, patients and the general public.
MINIMUM QUALIFICATIONS
   Education and/or Equivalent Experience:
   • Graduation from a college or university accredited by the American Medical
     Association with a Doctor of Medicine degree or accredited by the American Osteopathic
     Association with a Doctor or Osteopathy degree.

LICENSES OR CERTIFICATIONS REQUIRED:
   • License to practice medicine in the State of __________ plus current DEA registration.
JOB DESCRIPTION
PSYCHIATRIST

PURPOSE:
Under direction of the Medical Director, provides professional medical services in the community health center.

DUTIES, FUNCTIONS AND RESPONSIBILITIES:

- Obtain patient's medical and physical histories and other information pertinent to treatment needs.
- Assess patient's mental status and medical needs.
- Direct the formulation of patient's treatment plans; monitor patient's progress and modify treatment plans as indicated; communicate medical orders to nursing staff as necessary.
- Provide direct patient psychotherapy and chemotherapy services.
- Participate in case disposition and follow-up planning.
- Maintain records and provide documentation associated with services delivered.
- Provide medical case supervision and consultation to center’s staff.
- Establish and maintain effective working relationships with care providers and others associated with clients' well-being.
- Provide on-call coverage on a rotational basis as assigned.
- Interact with clients in a therapeutic and responsible manner. Interactions with participants must be: individualized, positive, age-appropriate, reciprocal, constructive, non-authoritarian, and non-confrontive.
- Maintain a high level of ethical conduct regarding confidentiality relationships, and associations with participants.
- Interact appropriately with all visitors, family members, and other service providers.
- Participate in continuing education activities to maintain knowledge and skills in areas related to mental health treatment.
- Attend and participate fully in meetings as assigned and meet regularly with supervisor to exchange pertinent information and receive supervision.
**KNOWLEDGE, SKILLS AND ABILITIES**

- Knowledge of the principles and practice of preventive medicine.
- Knowledge of the state and federal laws pertaining to medicine and to community health centers.
- Knowledge of the structure and function of community health centers.
- Skill in communicating effectively with patients and their families.
- Skill in establishing and maintaining effective working relationships with other employees, patients and the general public.

**MINIMUM QUALIFICATIONS**

**Education and/or Equivalent Experience:**

- Graduation from a college or university accredited by the American Medical Association with a Doctor of Medicine degree or accredited by the American Osteopathic Association with a Doctor or Osteopathy degree. If medical education occurred at a foreign medical school, the applicant must possess a current Educational Council Foreign Medical Graduate (ECFMG) Certificate. Successful completion of an approved program of residency training in psychiatry.

**LICENSES OR CERTIFICATIONS REQUIRED:**

- License to practice medicine in the State of _____________ plus current DEA registration.
JOB DESCRIPTION
ADVANCED NURSE PRACTITIONER

PURPOSE:
Functions under the collaborative practice agreement with a physician, provides professional medical services in the community health center setting.

DUTIES, FUNCTIONS AND RESPONSIBILITIES:

• Provides comprehensive examination, screening, health education, and treatment of patients within the nurse specialist’s scope of practice using a systematic approach to history and physical appraisal of the patient.

• Examines the patient, performs comprehensive physical examination, and compiles patient medical data, including health history and results of physical examination.

• Administers or orders diagnostic tests and interprets test results for deviations from normal.

• Performs therapeutic procedures, such as injections, immunizations, and managing infections, aspirations, EKG.

• Develops and implements patient comprehensive management plans, records progress notes, and assists in provision of continuity of care.

• Prescribes drugs according to licensed prescriptive authority, dispenses supplies and prescribes other treatments (e.g. physical therapy) to aid in the management of acute and chronic health problems.

• Instructs and counsels patients regarding compliance with prescribed therapeutic regimens.

• Establishes a collaborative relationship with other medical providers and specialists; determines need for consultation and assists in medical care treatment provided at the direction of other specialists.

• Documents and maintains patient records of services provided according to program standards.

• Participates in education of graduate nursing students as assigned.
KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge and skills for the provision of direct patient care in the practice of primary health care.
- Knowledge of the state and federal laws pertaining to patient care and to community health centers.
- Knowledge of the structure and function of community health centers.
- Skill in communicating effectively with patients and their families.
- Skill in establishing and maintaining effective working relationships with other employees, patients and the general public.

MINIMUM QUALIFICATIONS

Education and/or Equivalent Experience:
- Graduation from an accredited nurse practitioner program. Master’s degree in nursing with advanced skills in physical assessment. ANA Certification prior to or within one year of employment.

LICENSES OR CERTIFICATIONS REQUIRED:
- License to practice in the State of __________ plus current DEA registration.
JOB DESCRIPTION
PHYSICIAN ASSISTANT

PURPOSE:
Under direction of a supervising physician, provides professional medical services in the community health center.

DUTIES, FUNCTIONS AND RESPONSIBILITIES:

• Provides comprehensive, continuous, and coordinated medical care of patients under the direction and responsibility of physician(s):

• Examines the patient, performs comprehensive physical examination, and compiles patient medical data, including health history and results of physical examination.

• Administers or orders diagnostic tests and interprets test results for deviations from normal.

• Performs therapeutic procedures, such as injections, immunizations, and managing infections, aspirations, EKG.

• Develops and implements patient comprehensive management plans, records progress notes, and assists in provision of continuity of care.

• Prescribes drugs according to licensed prescriptive authority, dispenses supplies and prescribes other treatments (e.g. physical therapy) to aid in the management of acute and chronic health problems.

• Instructs and counsels patients regarding compliance with prescribed therapeutic regimens.

• Establishes a collaborative relationship with other medical providers and specialists; determines need for consultation and assists in medical care treatment provided at the direction of other specialists.

• Documents and maintains patient records of services provided according to program standards.

KNOWLEDGE, SKILLS, AND ABILITIES

• Knowledge and skills for the provision of direct patient care in the practice of primary health care.
• Knowledge of the state and federal laws pertaining to patient care and to community health centers
• Knowledge of the structure and function of community health centers
• Skill in communicating effectively with patients and their families
• Skill in establishing and maintaining effective working relationships with other employees, patients and the general public.

**MINIMUM QUALIFICATIONS**
Education and/or Equivalent Experience:
• Graduation from an accredited PA program with National Board Certification (PAC).

**LICENSES OR CERTIFICATIONS REQUIRED:**
• License to practice in the State of __________ plus current DEA registration.
Job Description
Dentist

Purpose:
Under direction of the Director of the Dental Clinic, provides professional dental services in the community health center.

Duties, Functions and Responsibilities:
- Performs clinical dental services for patients which includes examinations and treatment planning, oral cancer screenings, amalgam and composite restorations, pit and fissure sealants, bonded restorations, extractions, root canal therapy, minor oral surgery, periodontal treatments, full and partial denture construction and other required procedures.
- Provides instruction to patients in proper practices of dental hygiene and in procedures pertinent to provided treatments.
- Responds to inquiries by patients and staff on dental health and on provided treatments.
- Performs related duties as required.
- Perform other tasks as required.

Responsibilities- Supervision and/or Leadership Exercised:
Directs professional and auxiliary (e.g. dental hygienist and assistants) staff during treatment of clients.

Knowledge, Skills, and Abilities:
- Knowledge of principles and practices of modern dentistry and of prevention of dental diseases.
- Knowledge of the structure and function of community health centers.
- Knowledge of state and federal laws pertaining to dentistry, community health centers, and public dental health.
- Skill in performance of dental treatments.
- Skills in communicating effectively with patients and their families.
- Skills in establishing and maintaining effective working relationships with other employees, dental patients, and the general public.

Minimum Qualifications

Education and/or Equivalent Experience:
Graduation from, an accredited dental school with a DDS of DMD degree. The school must be accredited by the American Association of Dental Education.

Licenses or Certifications Required:
Requires a current license to practice dentistry in the State of _______________. Current DEA and DPS registrations for the purpose of writing prescriptions also required.
Resources


Credentialing

Introduction
Any healthcare entity involved in recruiting healthcare practitioners has heard of credentialing, but often it is a misunderstood concept and a neglected task. Many liability issues community health centers face could be eliminated with proper credentialing. Anyone conducting credentialing activities has heard of the infamous Dr. Swango, a physician allegedly tied to the murder of his patients and who was not credentialed properly.

The Bureau of Primary Health Care requires that “all Health Centers assess the credentials of each licensed or certified healthcare practitioner to determine if they meet Health Center standards.”

Credentialing can be defined as the process of assessing and confirming the qualifications of a licensed or certified healthcare practitioner. The Joint Commission on Accreditation of Healthcare Organizations calls it “the process of obtaining, verifying and assessing the qualifications of a healthcare practitioner to provide patient care services in or for a health care organization.”

Credentialing is a comprehensive process of confirming qualifications, including their personal identification, health fitness, medical licensure, board certification, medical education and training, malpractice history, hospital privileging and history, Drug Enforcement Administration licensure and Medicare/Medicaid sanctions. Each of these requirements is discussed in this credentialing plan, along with samples of documentation and the associated costs and resources.

Credentialing should be the first step in the recruitment process, which is why one entire section of this recruitment and retention manual is devoted to it. Credentialing is crucial in hiring a qualified, capable healthcare practitioner who will be an asset to the health center and will work to continually improve the quality of healthcare it provides.

Recredentialing, or the rechecking of credentials, should be done at least every two years. Recredentialing is more inclusive than credentialing in that current competence is based on peer review and performance-improvement data and is beyond the initial recruitment process. Therefore, recredentialing is not addressed in this plan. It is recommended that health centers seek guidance from the Bureau of Primary Health Care, the National Association of Community Health Centers and the Joint Commission on Accreditation of Healthcare Organizations for an appropriate recredentialing plan.
What is privileging?
Privileging, as defined by Joint Commission on Accreditation of Healthcare Organizations, is the “authorization granted by the appropriate authority (such as a governing body) to a practitioner to provide specific care services in an organization within well defined limits, based on the following factors, as applicable: license, education, training, experience, competence, ability to perform privileges and judgment.”

For many health centers, privileging is the process of authorizing the specific scope of patient care services for each practitioner. In many cases, “the scope of a practitioner’s privileges is described in his or her job description or as part of his/her employment contract.” Ultimately, health centers are responsible for ensuring the practitioner possesses the requisite skills and expertise for the patient services he or she will provide and for the procedures he or she will perform as a primary care practitioner. Privileging is not covered in detail in this plan, since individual practitioner’s privileging varies based on the health center’s “scope of project” as approved by the Bureau of Primary Health Care. While privileging is part of the credentialing process, it exceeds the credentials verification tasks and procedures and, therefore, it is recommended that each health center consult legal counsel regarding proper privileging procedures. However, a good privileging policy and its related forms are included here.

In addition, a new practitioner seeking hospital privileges will complete an intensive privileging process based on each hospital’s bylaws and its own credentialing and privileging policies. It is possible that the health center could carry out its due diligence and still have issues to deal with at an individual hospital. In those cases, privileges could be granted to perform primary care services at the health center, but not at the community’s hospital.

Who should be credentialed?
Licensed Independent Practitioners, which are defined as physicians, dentists, nurse practitioners, physician assistants, nurse midwives and any other individual permitted by law and the organization to provide care and services without direction or supervision, within the scope of the individual’s license and consistent with individually granted clinical privileges.

Other Licensed or Certified Health Care Practitioner, which are defined as individuals who are licensed, registered or certified but are not permitted by law to provide patient care services without direction and supervision. This includes laboratory technicians, social workers, medical assistants, licensed practical nurses and dental hygienists. Health centers should be advised that often there are state or local laws governing certification and licensure for this group and that they may vary from state to state.

Requirements for the two categories vary with the most stringent requirements applying to the licensed independent practitioners. Rather than writing the credentialing plan for two separate entities, this credentialing plan is written for the most inclusive. It is recommended that the most stringent be applied to other licensed or certified healthcare practitioners when appropriate, applicable and available.
Why credential practitioners?
1. There are many local, state and federal laws that require credentialing of practitioners. Health centers are at risk of litigation and for losing their license to operate as a business and a federal qualified health center if they don’t implement a proper credentialing process and provide due diligence in doing so.

2. It protects health centers and patients alike. Proper credentialing provides assurance that the health care the patient receives will be of the highest quality and will conform to national medical practices. Also, it protects health centers legally and assures continued funding, as well as patient satisfaction with the quality of care. (Note: of the 780,000-plus physicians, it is estimated that 5 percent (or 39,000) have significant “problems”).

3. It is required by Bureau of Primary Health Care for federally qualified health centers, as documented through periodic performance reviews. Comprehensive credentialing policies and procedures are required by the Bureau in order to be approved and funded as an federally qualified health center and will need to be addressed in Health Resources and Services Administration grant submissions. Subsequently, credentialing policies and procedures will be reviewed by the Bureau through periodic performance reviews.

4. It is required if a health center is seeking accreditation from the Joint Commission on Accreditation of Healthcare Organizations or Accreditation Association for Ambulatory Health Care. Credentialing is an important component in accreditation for ambulatory health centers such as federally qualified health centers. The Health Resources and Services Administration recommends that all federally qualified health centers strive for accreditation. Therefore, this is becoming an increasingly important reason.

Who should do credentialing and where does it take place?
1. The recruitment staff at the primary care association or the primary care office.

2. If a Primary Care Association or a Primary Care Office has a recruiter or other staff recruiting for its health centers, then the credentialing or pre-credentialing process should begin as soon as a potential candidate has been identified. A recommended pre-credentialing procedure for recruiters is included here.

3. The health center itself is required to credential all practitioners employed at their facilities.

4. Every hospital where the practitioner applies for privileges must conduct its own credentialing before granting clinical privileges. Hospitals usually add several verification steps that are not performed by health centers, including hospital affiliation verification letters and professional peer reference letters.
5. The Center for Medicare and Medicaid completes a credentialing and application process for healthcare practitioners. Upon completion, the practitioner is assigned a Unique Physician Identification Number (UPIN) and a Medicaid number, each of which is required to bill for Medicare and Medicaid services.

6. All managed care plans, including health maintenance organizations, other health insurance plans and some insurance companies have their own credentialing policies and procedures. Often, their approval process is more stringent and may even include economic credentialing.

7. State medical licensing boards do their own credentialing before approving a license in their state. Different boards have different procedures but usually include a National Practitioners Data Bank and Federation of State Medical Boards queries.

8. Credentialing verification organizations are convenient credentialing sources and can perform credentialing for hospitals, health plans and the health centers all at once.

9. Malpractice insurance carriers will not grant new malpractice insurance until the carrier completes such credentialing procedures as reviewing work history, past malpractice history and civil and criminal claims of malpractice and negligence.

10. Joint Commission on Accreditation of Healthcare Organizations, Bureau of Primary Health Care, and National Committee for Quality Assurance all have credentialing requirements, and these requirements often are inconsistent. Some health centers complete their own credentialing. If a health center has 50 or more health care practitioners, it may even hire a full-time credentialist. In other health centers, human resources perform credentialing tasks. Others choose to outsource credentialing to a contracted consultant. Yet others use a credentialing verification organization. Even if the “official credentialing process” is contracted out, health centers may choose to verify medical and dental licensure, board certification and conduct a National Practitioners Data Bank query.

**When should credentialing occur?**

Credentialing must be completed on all new practitioners, but the exact timing of each step in the process is not completely defined. Pre-credentialing should take place when a candidate has been identified and a telephone or on-site interview is planned. At this time, a pre-application also may be completed, though this is optional. Credentialing should begin when a contract has been issued because the credentialing process can take three to nine months and the sooner the appropriate documentation is gathered, the sooner credentialing is complete and the sooner the new practitioner can begin seeing patients and billing for services.
Along with the contract, the following steps should be taken:

1. Include an official credentialing application. Use an approved application form.
2. Include application (and perhaps application fee) for medical and dental licensure in your state, if the licensed independent practitioner has not already obtained his or her license.
3. If candidate is a resident just starting out, include information for applying for Medicare and Medicaid. (Note: to verify a UPIN number, go to www.ecare.com).

The sooner a health center and recruiter begin credentialing, the sooner a practitioner will be able to practice.

How is credentialing performed?
Credentialing is completed by performing the following services and reviewing and obtaining the following forms:

1. A credentialing application with attestation to health status, current competence and truthfulness of the information.
2. License to Practice.
3. Education and Training.
4. Board Certification.
5. National Practitioner Data Bank and Health Integrity Protection Data Bank query — completed for state sanctions, quality sanctions, malpractice claims, Medicare and Medicaid sanctions, etc. (also the Federal State Medical Boards).
7. Federal Tort Claims Act and Malpractice Insurance.
8. Health fitness, current competence and current experience.
9. Drug Enforcement Agency registration, hospital admitting privileges, picture identification, background checks, immunization and PPD status and Life Support Training (and any other life support certification).

Although this is an extensive list, it includes all requirements. Since most health centers will want their new health practitioners to be approved by community hospitals and health plans, it is best to err on the side of total inclusion.

Credentialing is documented either by primary source verification, designated equivalent source or secondary source verification. Primary source verification is defined as proof of
credentials directly from the source. Examples are licensing boards (for current licensure) medical schools and residency programs (for educational credentials) and previous supervisors and colleagues (for current competence). Primary source verification is required for licensed independent practitioners for all of these instances. Designated equivalent sources are selected agencies that have been determined to maintain information identical to the information of primary sources. Examples are the American Medical Association Physician Masterfile, American Board of Medical Specialties for Board Certification Verification and Federation of State Medical Boards for all actions against a physician’s medical license. Secondary source verification is a photocopy of an original credential (may or may not be notarized) when the copy is made from an original by the health center staff.

Who should officially approve the credentials and clinical privileges?
Once all the credentialing information has been gathered, the new practitioner must be appointed and approved by the health center’s board of directors. The board may delegate its credentialing and privileging activities to an executive medical committee or it may review recommendations from either the clinical director or the chief executive officer. However, ultimately, the board is still responsible. The health center bylaws should describe the process for approval and the bylaws should indicate a time frame within which applications will be acted upon.

Cost
Along with being labor-intensive, credentialing can be expensive. Having another agency complete credentialing can cost anywhere from $30 to $500 per practitioner! Therefore, a health center may find it a better value to hire a full-time employee to be a credentialist, depending on the size of the center, its turnover rate and the number of new practitioners being hired. Something that should be considered is not only the hard dollars in service fees to complete credentialing, but also the cost of lost revenue when the new practitioners — especially physicians — are unable to bill and bring in new revenue.

Disclaimer: Many resources have been used to develop an accurate, comprehensive credentialing plan for this recruitment manual. Resources include, but are not limited to: Bureau of Primary Health Care’s PIN 2002-22, National Association of Community Health Center’ Information Bulletin #9, Joint Commission on Accreditation of Healthcare Organizations publications and National Committee for Quality Assurance publications. Every effort has been made to include all the credentialing requirements and to present the information in an objective, accurate manner.

REMEMBER: EVEN IF A HEALTH CENTER WANTS TO APPROVE A CANDIDATE, THE CANDIDATE ALSO MUST BE APPROVED BY THE COMMUNITY HOSPITALS AND LOCAL HEALTH PLANS OR THE HEALTH CENTER WILL HAVE MAJOR ISSUES!
Endnotes:

2. BPHC PIN 2002-22, as borrowed from JCAHO’s 2002-2003 Comprehensive Accreditation Manual for Ambulatory Care.
3. BPHC PIN 2002-22, as borrowed from JCAHO’s 2002-2003 Comprehensive Accreditation Manual for Ambulatory Care
Credentialing application

The credentialing application is an important aspect of the credentialing process. It provides the general information needed to acquire further information, such as the candidate’s full name, Social Security number and date of birth. It also contains a release statement that allows the health center staff to gather confidential, sensitive information required for the credentialing process. The application includes the following:

1. Demographic information/personal data.
2. Attestation questions for:
   a. Sanctions or suspensions from any state health insurance programs (Medicare and Medicaid).
   b. Voluntary and involuntary suspension or revocation of medical and dental license.
   c. Letters of reprimand or concern.
   d. Suspension or revocation of Drug Enforcement Agency or narcotics license.
   e. Cancellation or denial of malpractice insurance, or any cases of increased rates due to the nature or volume of claims.
   f. Malpractice history for the last 15 years.
   g. Physical or mental health conditions or medications that may affect clinical judgment or motor skills.
   h. Physical or mental conditions which could affect the ability to exercise clinical privileges.
   i. Taking any medication or undergoing treatment for any health conditions.
   j. Dependency on alcohol or drugs.
   k. Felony criminal charges or convictions.
   l. Investigations by any medical staff, professional organization or licensing authority and any disciplinary actions taken.
   m. Termination of medical staff application.
3. Undergraduate and medical education.
4. Postgraduate training.
5. Employment — five-year work history.
6. Staff memberships (hospital privileges).
7. Board certifications.
8. Licenses.
11. Professional liability insurance.
12. Professional references that can attest to clinical experience and competence.
13. Attestation by the applicant of the correctness and completeness of the application (signature and date).
A major problem is that every health plan and every hospital creates its own application. This often requires that a new practitioner complete 10 to 15 different applications. Some states have attempted to pass legislation for a universal application and credentialing policy. Other states have attempted to do this voluntarily. At present, the Council for Affordable Quality Healthcare offers a universal credentialing data source for most health plan organizations. It was developed by many of the leading health plans. Dozens, including Aetna, CIGNA and many Blue Cross and Blue Shield plans already have joined the service, which means they all use the same credentialing information. The credentialing application is available online from the Council for Affordable Quality Healthcare. There is no charge for the service and candidates can enter the information themselves. For more information, visit www.caqh.org/cred.

A note about pre-credentialing applications: Many hospitals and health plans use a pre-credentialing application to begin the credentialing process. This is done for liability reasons and to safeguard against litigation in “any willing provider” states. If a major problem is identified on the pre-credentialing application, it is much easier to deny participation and membership and clinical privileges. If the recruiter or health center staff does pre-credentialing, then a pre-credentialing application probably is not necessary.
License to practice
Licensure, as defined by Webster’s dictionary is “the formal permission from a constituted authority to do something as to carry on some business.” Medical and dental licensure is probably the most important credential and should be the first step in pre-credentialing and the second step in credentialing, after a completed credentialing application. A physician or dentist cannot practice or provide any clinical services without a current license for the state in which he or she practices. This should also include medical director-type of services such as peer review, utilization and quality management, etc. The time it takes to receive a new license varies from state to state but can take three to six months; therefore the process should begin as soon as a candidate is serious about a recruitment opportunity.

Requirements for license to practice
Medical licensure. Physicians, whether allopathic, osteopathic or Foreign Medical Graduate require licensure for the state in which they practice. Therefore, primary source verification of the license is required. Primary source verification can include verification online, by mail or by phone but must be obtained directly from a licensing board, a credentialing verification organization that does primary source verification or by querying a report from the Federation of State Medical Boards. The Federation can be very useful for physicians who have practiced in several states and for verifying state disciplinary actions. In addition, the Federation is a great resource for malpractice settlements. For more information on the Federation of State Medical Boards, visit www.drdata.org. Organizations who query the Federation are charged $7 per physician.

Health centers may also like to add a photocopy of the practitioner’s current licenses to his or her credentialing file. However, primary source verification still must be done to be compliant with Bureau of Primary Health Care and Joint Commission on Accreditation of Healthcare Organization standards.

Dental licensure. Dental licensure works differently in that after initial licensure, dentists may receive “licensure by credentials” or “reciprocity.” Licensure by credentials: this is when the Board of Dentistry makes a determination that the applicant is licensed in a state that has equivalent licensure standards. Currently, this includes 46 states, Puerto Rico and the District of Columbia. Only five states do not recognize licensure by credentials. This is a plus when recruiting dentists, who are in short supply, because there aren’t the added delays of obtaining new licenses.

Physician assistants. Physician assistants require medical licensure, although the licensing laws vary from state to state. Primary source verification by the state boards is recommended, even though they are not considered licensed independent practitioners. Most of the state medical boards make licensing information for physician assistants available the same way they do physicians.
Nurse practitioners. In most cases, nurse practitioners are licensed as registered nurses and, therefore, are not found in the medical board databases. Most states also certify nurse practitioners. However, primary source verification of nurse practitioner licensing is still recommended.

State boards do their own credentialing before granting a license. Their credentialing process usually includes primary source verification of medical or dental licenses in other states, a NPBD query and primary source verification of board certification; however, requirements vary from state to state licensing board.

Where to go for verification:
Health centers can go to www.docboard.org for a list of the state boards. Some state boards make it easy by providing online verification, but others require a phone call or a letter to request the information.

In addition, a credentialing verification organization (CVO) also will complete primary source verification licensing verification.

Cost:
Generally there is no cost for primary source verification of board licensure if the health center conducts the verification.
Credentialing Verification Organizations (CVOs)

Credentialing verification organizations are an excellent choice to provide credentialing and re-credentialing services for health centers. Because credentialing is labor-intensive and there are many negative consequences to doing credentialing the wrong way, many health centers have decided to utilize credentialing verification organizations. In addition, since many hospitals and health plans use credentialing verification organizations and there are elements of credentialing that can be considered subjective, health centers then know that the credentialing decisions made by the hospitals and health plans will at least be based on the same credentialing documentation.

Most credentialing verification organizations voluntarily seek accreditation by the National Committee for Quality Assurance and therefore credentialing is geared towards NCQA credentialing requirements.

NCQA certification is awarded to participating organizations on the basis of individual credentials elements. Organizations may be certified in some, none or all of the 10 credentials elements addressed in NCQA standards. The elements are:

- License to practice.
- Drug Enforcement Agency registration.
- Medical Board sanctions.
- Education and training.
- Malpractice claims history.
- Medicaid/Medicare sanctions.
- Work history.
- Practitioner application processing.
- Credentialing verification organization application and attestation content.
- Ongoing monitoring.

Health centers should credential the credentialing verification organization before signing a contract. Ultimately, the health center is still responsible for credentialing, especially when it comes to litigation.

However, be advised that all the Bureau of Primary Health Care requirements are not the same as the National Committee for Quality Assurance requirements and therefore there still may be elements the health center will need to complete.
Education and training

Requirements for education and training

Education and training verification is required by Bureau of Primary Health Care, the Joint Commission on Accreditation of Healthcare Organizations and the National Committee, for Quality Assurance. All levels of medical education and training should be verified, including, medical school graduation, residency and fellowships. This is another primary source verification requirement. Although all levels should be verified, the National Committee for Quality Assurance only requires primary source verification at the highest level of credentials attained by the practitioner. However, this is not recommended because hospitals will want primary source verification for all education and training. The Joint Committee for Accreditation of Healthcare Organizations requires primary source verification for all applicants appointed after January 1988. For applicants approved before 1988, a copy of the medical diploma suffices.

Foreign Medical Graduates from schools of medicine other than those in the United States and Canada must present evidence of certification.

Where to go for verification

There are probably more options for primary source verification for education and training than any other credentialing requirement. Verification of medical school graduation and completion of residency and fellowship training may be obtained from:

1. A telephone or letter confirmation where the education and training was completed.
2. The American Medical Association Physician Masterfile.
3. The American Osteopathic Association Physician Database.
4. State licensing agency if the state verifies education and training.
5. A credentialing verification organization.

Probably the best source for primary source verification for physicians and physician assistants is the American Medical Association profiles — they are easy to obtain (online) and as of April 2004, they are a designated equivalent source for American Board of Medical Specialties board certification information. There has been criticism that the file is not up to date but most physicians’ information can be found there, all in one place, and that is handy for health centers with a lot of physicians to credential in a short amount of time. Verification of dental school and specialty training is available from the American Dental Association Master File.

Cost

American Medical Association physician profiles cost $29 for orders of one to two profiles and $27 per profile for orders of three or more profiles. Physician Assistant Profiles are less expensive at $16 per order. A sample of American Medical Association physician and physician-assistant profiles can be viewed on the Web at www.ama-assn.org.
Board certification
Board certification is defined as a status awarded by a professional association indicating that the healthcare practitioner has met specific standards of knowledge and clinical skill within a specified field. The board certification usually involves passing a written and oral exam. Approximately 85 percent of the licensed physicians in the United States are certified by at least one specialty board.

“Board eligible” is a term that is not recognized by most medical boards. This issue arises sometimes when a health center or health plan only hires or appoints physicians who are board certified. If a physician tells the recruiter or credentialist he is board eligible, it means he is not certified and probably never will be.

“Board qualified,” on the other hand, is recognized by medical boards and means the physicians have applied to take and been accepted to take the board exam. This mostly happens with residents who have just completed their training.

Requirements for board certification
Board Certification is recommended by the Bureau of Primary Health Care, the Joint Commission on Accreditation of Healthcare Organizations and the National Committee for Quality Assurance. Primary source verification is required for board certification. The American Board of Medical Specialties is the umbrella organization for medical specialties. Twenty-four specialty boards are members of ABMS, including the American Board of Family Medicine and the American Board of Obstetrics and Gynecology. ABMS also is a prime source for primary source verification board certification, but it isn’t necessarily the best method. An individual Dental Specialty Certification Board also may certify a dental specialist.

Where to go for verification
The following sources can be used for primary source verification:

2. The American Osteopathic Association Physician Master file
3. Verification obtained directly from the individual specialty board.
4. American Board of Medical Specialties Official Directory of Board Certified Medical Specialists, (see www.abms.org) ABMS CertiFACTS online, (see www.certifacts.org) or ABMS Certifax service.
5. American Board Medical Specialties by phone (or facsimile) at 1-866-ASK-ABMS.
Cost
Cost can be tricky. Please check any of the prices or call the American Board of Medical Specialties and individual specialty boards before you make a final decision on which primary source verification source to use. At the time of this printing, some prices were:

- American Board of Medical Specialties CertiFACTS charges $1,395 per year for a subscription.
- American Medical Association profiles are $29 each.
- Some individual specialty boards will charge for online services.

To complete verification for free, try calling or faxing the American Board of Medical Specialties or each specialty board.

NOTE: The American Board of Medical Specialties Certified Doctor Verification Program, available on the ABMS Web site, is for consumer reference only and is not a National Committee for Quality Assurance-approved source for credentialing verification.
National Practitioner Data Bank & Healthcare Integrity and Protection Data Bank

The National Practitioner Data Bank was established through the Health Care Quality Improvement Act of 1986. The purpose of this databank is to restrict incompetent physicians, dentists and other healthcare practitioners from moving state to state without disclosure or discovery of previous medical malpractice payments and adverse action histories. The following items are included in the National Practitioner Data Bank:

- Medical malpractice payments.
- Licensure actions.
- Clinical privileges.
- Professional society membership actions.
- Drug Enforcement Agency actions.
- Medicare and Medicaid exclusions.

Currently, there are more than 230,000 malpractice payments reports, more than 40,000 state licensure actions, more than 11,000 clinical privilege actions and more than 30,000 Medicare and Medicaid exclusionary actions.

The Healthcare Integrity and Protection Data Bank was established through the Health Insurance Portability and Accountability Act. This databank was created to combat fraud and abuse in health insurance and health care delivery and to promote quality care. It is primarily a tracking system that may serve as an alert function to users that a comprehensive view of a practitioner provider or supplier’s actions may be prudent. The following items are included in this databank:

- Health care related criminal convictions.
- Health care related civil judgments.
- Medicare and Medicaid exclusions.
- Other adjudicated action taken against a healthcare practitioner by a federal or state government agency or health plan OR based on acts or omission that affect or could affect the payment, provision, or the delivery of a healthcare service.
- Licensure actions (such as revocations, suspensions, censures and probation).

Currently, the largest number of reports has been state-licensure actions with more than 100,000. Nurses have the highest number of reports (more than 70,000) followed by physicians (more than 28,000).

Three statutes determine if an entity is eligible to query and report to the databanks. Currently, the public and organizations other than direct providers of patient care are unable to query and report. If a health center is not sure of eligibility, it should seek legal counsel. If the health center is ineligible to query, the staff should have the licensed independent practitioner provide the results of a self-query of the National Practitioners Data Bank.
Requirements of a NPBD and HIPDB query

The Bureau of Primary Health Care, the Joint Commission on Accreditation of Healthcare Organizations and the National Committee for Quality Assurance all include a National Practitioners Data Bank query as a requirement. It is a very important part of the credentialing process. The Healthcare Integrity and Protection Data Bank query also is important since it helps identify fraud (healthcare criminal and civil convictions). It also includes actions for more providers, including physicians, dentists, nurses, optical related practitioners, respiratory therapists, dental assistants and dental hygienists, psychiatric technicians and occupational therapists. Note: when an entity queries the National Practitioners Data Bank, it also is querying Healthcare Integrity and Protection Data Bank.

The Federation of State Medical Boards also can be used to identify state board sanctions, and malpractice liability claims. Even though technically it is duplicative to query both the National Practitioners Data Bank and the Federation of State Medical Boards, some have worried that one of the sources are missing information. So, to play it safe, they check both. Currently, the Human Resources Service Administration is investigating to see if a National Practitioners Data Bank and Healthcare Integrity and Protection Data Bank reports are consistent with the Federation of State Medical Boards reports4.

Where to go for NPBD/HIPDB query

To register online for NPBD/HIPDB queries and to query practitioners go to www.npdb-hipdb.com.

Cost

The cost for each National Practitioners Data Bank query is $4.50.
The cost for each Federation of State Medical Boards query is $7.

Endnotes

1. Presentation by Cynthia Grubbs and Mark Pincus, “NPBD/HIPDB: The Basics and Beyond”, the Division of Practitioner Data Banks, HRSA, 9/03.
2. Presentation by Cynthia Grubbs and Mark Pincus, “NPBD/HIPDB: The Basics and Beyond”, the Division of Practitioner Data Banks, HRSA, 9/03.
3. Presentation by Cynthia Grubbs and Mark Pincus, “NPBD/HIPDB: The Basics and Beyond”, the Division of Practitioner Data Banks, HRSA, 9/03.
4. Presentation by Cynthia Grubbs and Mark Pincus, “NPBD/HIPDB: The Basics and Beyond”, the Division of Practitioner Data Banks, HRSA, 9/03.
Medicare/Medicaid sanctions
Health centers are required to determine if there are any Medicare or Medicaid sanctions against a new practitioner as part of the credentialing process. This is especially important for health centers because they tend to have large Medicaid and Medicare populations and, if a practitioner has been sanctioned, he or she is not allowed to provide clinical services to Medicaid or Medicare patients. And, as importantly, the health center is not allowed to bill for services if the practitioner is currently sanctioned. The U.S. Congress established a civil monetary penalty for institutions that knowingly hire excluded parties.

Where to go for verification
There are two ways to verify Medicare and Medicaid sanctions:


2. The Department of Health and Human Services Office of Inspector General’s “List of Excluded Individuals.” This List of Excluded Individuals/Entities is a database that provides information to the public, health care providers, patients and others relating to parties excluded from participation in the Medicare, Medicaid and all Federal healthcare programs. The List of Excluded Individuals/Entities is available in an online searchable database or a downloadable database. Monthly updates are also available at www.oig.hhs.gov.
FTCA and malpractice
Credentialing for a new candidate’s malpractice coverage and malpractice history is very different for Federally Qualified Health Centers. This is because of the Federal Tort Claims Act (FTCA), which offers:

- Immunity from lawsuits alleging medical malpractice.
- Malpractice liability protection for medical, surgical, dental and related functions.
- A place for a plaintiff’s to make a claim.
- Coverage for Federally Qualified Health Center employees, officers, directors, governing board members and most contractors.
- Coverage for incidents that occur within the scope of the project (See PIN 2002-07), which are activities described in the grant application approved by Public Health Service (PHS) via Notice of Grant Award.

The Federal Tort Claims Act has shown an estimated annual malpractice premium savings for the 500 deemed health centers studied to be $164 million. The average savings per deemed health center was $274,000. From October 1994 through August 2003, there were 1,252 total claims — the number of losses totaled 164 with only 13 over $1 million.¹

Requirements for FTCA
There are no specific Bureau of Primary Care requirements listed regarding Federal Tort Claims Act documentation in credentialing files. However, to receive FTCA benefits, health centers must credential all licensed or certified healthcare practitioners. Practitioners also must be privileged.

For further information, call: 1-866-FTCA-HELP. The Health Resources Services Administration has created a resource entitled: Clinician’s Handbook on the Federal Tort Claims Act. For a copy of this publication, contact the Administration on the Web at www.hrsa.gov.

Although not required, it is recommended that even Federally Qualified Health Centers ask for five years of malpractice history on their credentialing application.

REMEMBER, THAT LOCAL HOSPITALS AND HEALTH PLANS WILL BE REVIEWING MALPRACTICE INFORMATION, AND IF A NEW PRACTITIONER IS UNABLE TO OBTAIN HOSPITAL PRIVILEGES OR CANNOT PARTICIPATE IN LOCAL HEALTH MAINTENANCE ORGANIZATIONS, the Health Centers may not want to hire the practitioner, even if the practitioner can be covered through Federal Tort Claims Act.
Important: malpractice history and liability insurance for non-FTCA health centers

For health centers that do not have coverage under the Federal Tort Claims Act, malpractice insurance for practitioners is an important component of credentialing and is not being covered in this credentialing plan. Professional liability insurance coverage and amounts of coverage must be confirmed directly with the carrier and the health center should include a copy of each practitioner’s malpractice face sheet, preferably sent directly from the malpractice carrier.

IT IS RECOMMENDED THAT HEALTH CENTERS WHO DO NOT HAVE FEDERAL TORT CLAIMS ACT COVERAGE SEEK TRAINING/INSERVICE FROM A MALPRACTICE CARRIER.

There are reported cases of practitioners being denied malpractice insurance just because they changed jobs frequently — even though there were no judgments against them nor lapses in coverage. Malpractice insurance is principle therefore legal counsel is advised for health centers that do not have coverage under the Federal Tort Claims Act.
Health fitness, competence & experience
Health fitness, current competence and current experiences are three distinct credentialing requirements, but they are related and have a lot in common. For example, there are no outside sources or agencies except credentialing verification organizations that routinely provide primary source verification for these three elements and requirements vary between Bureau of Primary Health Care, the Joint Committee for Accreditation of Healthcare Organizations and the Health Resources and Services Administration. However, the Bureau requires primary source verification for experience, competence and health status.

Requirements for health fitness:
According to the Bureau of Primary Health Care: “Health fitness of ability to perform the requested privileges, can be determined by a statement from the individual that is confirmed, either by the director of a training program, chief of staff/services at a hospital where privileges exist, or a licensed physician designated by the organization.” This pretty well sums up primary source verification for health fitness. The credentialing candidate is stating that he is fit to perform the required duties when he signs this section of the credentialing application form and employment contract. The primary source verification is obtained by either calling or receiving written verification by a colleague from one of the three categories listed above. Phone calls should be documented in the credentialing file. If calling, this can be part of a reference check. Most health centers will ask for three clinical references before hiring a practitioner and this is a very good hiring policy. Written letters should also be included in the file, if any are received.

Requirements for current competence and experience:
The Bureau of Primary Health Care requires primary source verification of current competency and experience. The candidate will address these issues in the attestation questions in the credentialing application, which is the first step. However, keep in mind that when you ask for references from a candidate, the candidates are going to give you names of colleagues who give them a favorable reference. It is advisable then to seek verification from the same sources you would for health status: the director of the candidate’s training program and a chief of staff or department head at a hospital where the candidate had privileges. References from peers are imperative. In addition, letters confirming experience are especially important if a practitioner is requesting privileges for services that may not be within the normal scope of practice of that practitioner’s specialty.

Although, there is nothing prohibiting primary source verification over the telephone, it is recommended that the primary source verification be in written form. If there is ever a potential malpractice claim regarding a quality-of-care issue, the written verification of clinical experience and competence can be very important. In fact, health centers may want to provide a six-month provisional period of appointment where a proctor (e.g. medical director or an unbiased peer at the center) reviews medical records and then provides a letter of recommendation as to the new practitioner’s competence.
Current competence is a very important part of the credentialing and re-credentialing process and remains an ongoing process.

Endnote:

1. BPHC, PIN 2002-22
Picture identification, background checks, DEA registration, hospital admitting privileges, immunization and PPD status & life support training

All these requirements are grouped together because, according to the Bureau of Primary Health Care, the National Committee for Quality Assurance and the Joint Committee for Accreditation of Healthcare Organizations, they all require secondary source verification only, and not all of them are required by all three agencies. However, to be compliant with Bureau requirements, they all need to be part of the credentialing process.

1. Government picture identification: This is the way this requirement is written in most credentialing texts. In the past, a driver’s license or passport would be acceptable. However, now that identity theft is on the rise, the Joint Committee for Accreditation of Healthcare Organizations now requires that applicants provide identification in the form of a birth certificate, passport or equivalent. If a health center plans on seeking JCAHO’s accreditation, this should be considered. A copy of this identification should be included in the credentialing file.

2. Background checks: Background checks at this juncture are still an optional verification element within the credentialing process. A health center may decide to do a criminal background check on all its employees, licensed independent practitioners included, and this is probably a very wise idea. However, if any other type of background check is performed (such as a credit check) the health center will have to address what they would do if someone didn’t “pass” and what defines “unacceptable.” Decisions relating to criminal acts are much more definable. Note: JCAHO currently recommends but does not require background checks. The Bureau has not made any mention of background checks in its credentialing documents.

3. Drug Enforcement Agency registration: This is an important part of the credentialing process, even though it only requires secondary source verification. Secondary source verification probably was approved because it is so hard to get this information from a primary source. There is a Drug Enforcement Agency Web site that credentialists can go to: www.deadiversion.usdoj.gov. However, there is currently no online verification system. There are companies that do Drug Enforcement Agency verification, but they are very expensive. Secondary source verification, therefore, is acceptable. A copy of the Drug Enforcement Agency certificate will suffice, however, the applicant should bring in the original certificate and the health center staff should make a copy of the original, and not accept a copy of the original from the applicant. The Drug Enforcement Agency registration applies not only to physicians but also mid-level practitioners, dentists and other practitioners in some states.

4. Hospital admitting privileges are required as a secondary source verification by the Bureau. In other words, as new practitioners receive hospital admitting privileges, a copy of the approvals should be included in the practitioners credentialing file.
5. Immunization and PPD: This requirement is not mentioned by the Joint Committee for Accreditation of Healthcare Organizations, but by the Bureau as a secondary source verification. Copies of a practitioner’s current immunization history should be included in the credentialing file and in the center’s human resources file. The Bureau will want to review the immunization records during its performance reviews.

6. Secondary source verification is required for life support training, if applicable and copies of training certificates should be kept in the credentialing file.
Bureau of Primary Health Care vs. Joint Commission Accreditation for Healthcare Organizations vs. National Committee for Quality Assurance

Many health centers are confused and frustrated by the different credentialing requirements by various agencies such as the Bureau of Primary Health Care (BPHC), Centers for Medicare and Medicaid Services (CMS), the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), and the National Committee for Quality Assurance (NCQA). While some health centers may think they only need to be concerned with BPHC requirements, this isn’t necessarily the case. For example, the health center may be considering accreditation or is already accredited by JCAHO. Other reasons as outlined in this plan have to do with meeting hospital and Health Plan requirements so that new practitioners can gain hospital privileges and treat health plan patients. Usually, hospitals are accredited by JCAHO and Health Plans are accredited by NCQA, and they must meet all of their credentialing requirements as outlined by these agencies. A new practitioner may lose his/her value to the health center if he/she is unable to gain hospital privileges and treat Health Plan patients. To assist the centers, this matrix is included to compare the different credentialing requirements.

<table>
<thead>
<tr>
<th>Agency</th>
<th>License</th>
<th>Education &amp; Training</th>
<th>Experience</th>
<th>Competence</th>
<th>Health Status</th>
<th>NPDB</th>
<th>Malpractice Ins Coverage</th>
<th>Malpractice History</th>
<th>Board Certification</th>
<th>CMS Sanctions</th>
<th>DEA</th>
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<tr>
<td>BPHC</td>
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<td>PSV</td>
<td>PSV</td>
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<td>PSV-P&amp;P</td>
<td>PSV</td>
<td>Applicant</td>
<td></td>
</tr>
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Key:  
PSV – Primary Source Verification  
SSV – Secondary Source Verification  
N/A – Non-applicable  
Byl – Organizational Bylaws  
App – Applicant  
P&P – Policies & Procedures
Recruiter’s pre-credentialing procedures
Recruiters for health centers have a great responsibility to refer only candidates that are qualified practitioners who will provide quality healthcare. In additional, for practical reasons, the candidates must be able to meet credentialing requirements as outlined by other providers of care such as hospitals and health plans. At the same time, recruiters, especially those working at primary care associations, primary care organizations or private consultants, are not covered from a liability standpoint if any grievances or lawsuits result due to a credentialing decision. For this reason, an acceptable compromise is to do what many call pre-credentialing. Many health care organizations, including many health plans and health maintenance organizations, utilize pre-credentialing applications and procedures in order to review a practitioner’s credentials in a more informal, non-legal way.

The Quad-state Partnership has reviewed and discussed this at length and has approved the three following pre-credentialing activities.

1. Licensure verification. This applies to all licensed independent practitioners. For physicians and physician assistants, license information can be obtained from individual state medical licensing boards. For dentists, information can be obtained by the dental licensing board. Most licensing boards allow the public (and, thus, recruiters) to review licensure information online. Note: The Federation of State Medical Boards should not be used for pre-credentialing, since a date of birth is required and a Social Security number is requested. This would require a candidate or applicant release form.

2. Education and training. This also applies to all licensed independent practitioners. For physicians and physician assistants, the best source is the “patient” American Medical Association profile. This can be obtained online at www.ama-assn.org. Click “doctorfinder,” then click “Patients and Consumers,” then follow the directions. For dentists, the American Dental Association Master file can be used.

3. Board certification. For physicians who are board-certified in one of the American Board of Medical Specialties 24 board specialties, information can be obtained at www.abms.org. At the Web site, click “Who’s Certified,” then you can register for the service.

It is recommended that recruiters gather the documentation when they are considering a candidate and are planning on referring the candidate to a health center for a telephone or on-site review. Not only will it prevent problems later but it will prevent recruiters and health center staff from wasting time on unqualified candidates.

From a risk management standpoint, an argument can reasonably be made that the recruiters are only doing due diligence by identifying a qualified candidate. The same activities and documents above are available to all patients or citizens upon request. In addition, the three sources do not require any confidential information such as a date of birth or social security number, just a name and/or address and a board specialty, if applicable.
Sample credentialing policy & procedure
From the credentialing plan included in this manual, health centers will be able to create their own credentialing policy and procedure. The credentialing policy also should include re-credentialing and privileging, or if preferred, the privileging policy can be separate.

To assist new health centers, a sample credentialing policy and procedure plan follows.

Sample forms
1. Credentialing policies and procedures.
2. Credentialing checklist.

The Credentialing Checklist can be a valuable tool for human resources or credentialing personnel. It helps in organization and a copy can be kept in each credentialing file which will be a plus during any Bureau of Primary Health Care of Joint Commission for Accreditation of Healthcare Organizations review.

Some states are utilizing uniform standardized credentialing applications. A sample of a state credentialing application form can be found at:
   www.gamss.org (Georgia’s application).
Sample Credentialing Policy and Procedure

Purpose

To assure that the patients of (health center name) are receiving care from individuals who reflect the highest levels of qualifications and competencies in their respective professional disciplines.

Scope

This policy applies to all individuals permitted by law to provide patient care services with or without direct supervision, within the scope of their licenses and individually granted clinical privileges.

Responsibility

It is the responsibility of the Board of Directors, with delegation to the President/CEO, to appoint and re-appoint appropriately licensed and qualified individuals to the medical/dental staff and mid-levels and to grant such individuals specific clinical privileges. Such appointments and re-appointments will be made upon the recommendation of the Executive Vice President of Medical Affairs. The gathering and assessing of the necessary documentation is the responsibility of the Operations Director of Human Resources.

The Operations Director of Human Resources is responsible for maintaining appropriate and secure files containing all relevant information related to the credentialing and/or privileging of the medical/dental staff.

Frequency

The duration of any appointment to the medical/dental staff and the specific clinical privileges granted will not exceed two calendar years. When temporary appointments and privileges are conferred, while waiting for the receipt of verification of the appropriate documentation, the duration of such appointments shall not exceed six months.

Specifics

Credentialing: The decision to appoint or re-appoint an individual to the medical/dental staff will be governed by the presence of verified documentation of the following core criteria:

1. Current Licensure: current licensure is verified at the time of employment and initial granting of clinical privileges. Primary source verification will be accomplished by telephone or with a letter from the appropriate state licensing board or from any state licensing board of in a federal service including the name of the agency, name of person contacted, date, and name of call through
authentication by the American Medical Association Physician Profiling Service. At the time of re-appointment and renewal of revision of clinical privileges, current licensure is confirmed with a primary source, or by viewing the applicant’s original (not a copy) current license or registration.

2. Relevant Training and Experience: At this point in time and initial granting of clinical privileges, (name of center) will verify relevant training and experience from the primary sources whenever feasible. This includes letters from professional schools (for example, medical/dental) or residency or postdoctoral. For applications for those who have just completed training in an approved residency or post-doctoral program, a letter from the program director is sufficient. Board certification in medical specialties will be confirmed by a listing in the Official ABMS Directory of Board Certified Medical Specialists, published by the American Board of Medical Specialists. Board certification in dental specialties shall be supported by appropriate documentation.

As described in the Scope of Services, (center name) employs only board certified or board eligible/active physicians. Any physician who is unable to complete his/her board certification within the required time frame, established by his/her specialty college may be subject to contract termination.

3. Current Competence: Current competence at the time of appointment and initial granting of clinical privileges cannot be determined by board certification or admissibility alone. Instead, it is verified in writing by individuals personally acquainted with the applicant’s professional and clinical performance either in teaching facilities or in other organizations. Reference letters from authoritative sources provide (center name) with information directly from the primary source. Such letters will contain informed opinions about the applicant’s scope and level of performance. Acceptable letters are those that describe applicant’s actual clinical performance. Acceptable letters are those that describe applicant’s actual clinical performance in general terms satisfactory discharge of professional obligations as a licensed, independent practitioner, and acceptable, ethical performance. Ideally, these letters will address the types and outcomes of medical conditions managed by the applicant as the responsible physician and the applicant’s clinical judgment and technical skills.

At the time of reappointment, current competence will be determined by the results of performance improvement activities, peer recommendations and the individual’s professional, performance, clinical judgment and technical skills. In addition, the provider must obtain two (2) letters of reference from colleagues, supervisors, etc., that can verify competence in his or her area of practice.
Peer recommendations (appropriate practitioners in the same professional discipline as the applicant – for example, physician, dentist, podiatrist, who have firsthand knowledge of the applicant) will be placed in the credentials files and will be part of the rationale for recommending appointment or re-appointment and granting, renewing, or revising clinical privileges. If no peers on staff are knowledgeable about the applicant, a peer recommendation will be obtained from outside (center name), such as from the local, county or regional medical society, or a practitioner in the community or on the medical staff of a hospital or other health care organization. Peer recommendations refer, as appropriate to relevant training or experience, current competence, and how well the applicant fulfilled (center name) obligations. Sources for peer recommendations may include a performance improvement committee, the majority of whose members are the applicant’s peers, a reference letter or documented telephone conversation about the applicant from a peer who is knowledgeable about the applicant’s competence, or Medical Vice President or major clinical service chair who is a peer.

Privileging

Site Specific: The clinical privileges granted to members of the medical/dental staff will be specific to the individual and to the site or sites within (center name) where patient care is rendered. Privileges will be based not only on the applicant’s qualifications but also on a consideration of the procedures and type of care that can be performed within a specific clinical setting. In addition, state law and regulations will be adhered to when granting clinical privileges to practitioners other than physicians (for example, physician assistants or nurse practitioners, dental hygienists). If an applicant’s training and experience is in a specific area, corresponding privileges can be granted only if (center name) has adequate facilities, equipment, number and types of qualified support services.

Current Competence: The initial granting, renewal or revision of clinical privileges will be based on the individual’s demonstrated current competence. Current competence is determined, in part, by review of relevant results of performance improvement activities. Specific instances of treatment outcomes and the results of other improvement activities may also be included. An evaluation of the applicant’s clinical judgment, technical skill in performing procedures and in patient treatment and management are included in evaluations of current competence.

Relevance: Clinical privileges granted to licensed independent practitioner include only those activities that are performed in (center name) and are relevant to the mission of the organization.
Continuing Medical Education: CME hours and categories as well as additional clinical training will be documented at the time of re-appointment. Certificates will be verified with the primary source (telephone verifications with documentation acceptable). Written documentation of current status of CME from national professional organizations or specialty associations is acceptable.

**Procedure**

1. Each new provider will submit a completed credentialing application to the Operations Director, Human Resources.

2. Letters of reference will be requested by the potential provider employee to be sent to (center name) Operations Director, Human Resources.

3. Each new provider will agree to, and pass, per (center name) policy, all pre-employment screens.

4. Hiring is contingent upon verification of licensure, medical school attendance with degree and residency training and certification which will be authenticated by the American Medical Association. (______________) will complete primary credentialing for hospitals and health plans.

Approved: ________________________  Approved: __________________________

President/CEO                 Date   Board of Directors Chair     Date

*Based on Policy & Procedure for Credentialing & Privileging Medical and Dental Staff, Mountain Park Health Center, 2002.*
Credentialing checklist

Note: This checklist is for health centers that do their own credentialing. For those who use a credentialing verification organization, a shortened checklist should be prepared.

<table>
<thead>
<tr>
<th>Item</th>
<th>Date</th>
<th>Verification Mechanism</th>
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<tbody>
<tr>
<td>Identify Candidate</td>
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<td>□ Copy of recruiter form or Practice Sights entry</td>
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<tr>
<td>Curriculum Vitae</td>
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<td>□ Copy of curriculum vitae</td>
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<td>Pre-credentialing info</td>
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<td></td>
<td>□ (Patient) AMA/AOA Profile internet printout</td>
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<td></td>
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<td>□ ABMS internet printout</td>
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<td>□ Verification signed &amp; dated by person verifying info</td>
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<td>□ Verify license sanctions directly with issuing board</td>
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<td></td>
<td>□ Copy of current license for state in which applying</td>
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<td>□ Verification of board certification</td>
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<td>□ AMA/AOA Profile (MD, DO, PA)</td>
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<td>□ Letter/phone Residency □ Internship □ Fellowship</td>
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<td>□ ABMS Directory</td>
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<td>□ Letter of issuing board (one of the 24 ABMS boards)</td>
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<td>□ State Medical licensure board</td>
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<td>□ Copy of NPBD/HIPDB query or “self query”</td>
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<td>□ NPBD report</td>
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<td>□ Explanation attached -litigation summary</td>
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<td>□ Attestation from other clinical staff within 90 days</td>
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<td>□ 3 Experience letters/telephone from Residency, former hospital chief/department head and other colleague</td>
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<td>□ Criminal background check from state criminal court (internet/phone/outside agency)</td>
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<td>Requirements</td>
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<tr>
<td>Hospital Admitting Privileges</td>
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<td>□ NTIS printout</td>
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<td></td>
<td>□ Letter/phone from primary facility verifying current clinical privileges (within 90 days)</td>
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<td>□ Copy of delineation of privileges directly from primary facility</td>
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<tr>
<td>Immunization &amp; PPD Status</td>
<td>□ Copy of immunization history</td>
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<tr>
<td>Life Support Training</td>
<td>□ Copy of CLS or ACLS certificate</td>
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File Reviewed by: __________________________________________ Date: ______

Temporary Credentialing Approved by:

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Initial Credentialing Approved by:

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<th>Name</th>
<th>Title</th>
<th>Date</th>
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Comments: __________________________________________

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Retention

Introduction
Because it revolves around human nature and is impacted by an individual’s sense of professional and personal satisfaction, provider retention is not an exact science. But with the ever-changing climate of the practice of medicine, retention of key personnel is vital for a successful organization. The current gross national average to recruit a new physician is approximately $24,500, which includes staff time spent on recruiting efforts and travel costs for the candidate. This flat dollar amount doesn’t include the intangibles — the experience of the physician, the time it takes to build relationships with patients or the time and effort it takes to train and orient a new provider. So it is well worth it for a health center to take all reasonable measures to keep its providers on the job.

Although there is much literature on retention, it often is inferred that proper recruitment automatically results in positive retention. That simply is not always true. Many factors contribute to how long and why an employee stays at his or her job and what motivates a provider to stay or leave. This much is true: retention can have a deep affect on the health of a business; and retention efforts work best with a team approach that allows for flexibility when necessary.

The biggest factor for retaining staff is effective communication. Changes in the medical field — due mostly to medical advancements and technology — business aspects, liability issues and employee loyalty, also play an active role in provider relations and retention efforts.

Here we offer tools for tracking provider retention and guides to enhance provider retention. These tools are designed to be easy to use and effective in fostering good provider retention. They include:

- A solid retention plan.
- Provider orientation and provider support.
- Tools for tracking retention.

Issues beyond control sometimes impact a clinician’s decision to stay or leave a practice. Although seemingly simple, retaining the right personnel can make or break the success of a practice.
Recruitment and retention functions for clinical providers in community, migrant and healthcare-for-the-homeless settings offer providers unique elements and challenges for employment, predominately due to:

1) **Geographic location** — *often extremely rural or urban.*

Location aspects should be fully explored in the recruitment process, but from a retention perspective, several key elements must be the focus. If the center is in a rural setting, will the provider or his or her family feel professionally or socially isolated? In this case, technology (e-mail, Internet, telemedicine, webcasts, listserves) and peer support are particularly helpful to keep providers in touch with their peers. Inner-city providers can be helped with a planned support system. Establish networking relationships with other organizations. Medical societies, medical schools and residency programs, even if not physically close, can be excellent supports and resources for providers.

2) **Diversity of patient populations** — *age, culture, gender, socioeconomic, disease processes and management.*

The fact that community health centers usually are prepared to “handle all that comes through the door” can be daunting for a new clinician. Careful attention to orienting the new provider to the practice dynamics, cultural competencies, protocols for care, referral relationships, health disparities and resources must be appropriately communicated.

3) **Community presence** — *accepting all patients regardless of their ability to pay, outreach functions, board of directors’ influence.*

Examine and convey the political climate. Encourage clinician outreach and activities within the community for the providers and their families, if appropriate.

4) **Economic challenges** — *Grant application and management, accounts receivables.*

Health centers have different elements of operation compared to other types of practice. Keep providers abreast of business-related issues that may impact the provider’s practice. For example, many health centers face issues with limited space and deteriorating buildings. Capital funding is needed for repairs and renovations, but resources are scarce. Although community health centers generate hundreds of millions of dollars in economic output and provide approximately 78,100 jobs nationwide, they still struggle with a lack of funding for capital-improvements. According to the National Association for Community Health Centers, 2003 statistics show that community health centers operate almost 5,000 service delivery sites nationwide, treating over 12 million patients and nearly 50 million patient visits. Keep the providers up to speed with any pertinent new economic developments that impact the center and their role in service delivery.

All of these elements should be taken into consideration, communicated to the provider and worked into the implementation of an effective retention plan (samples provided).
Practical techniques for retention
According to Roger Bonds and Kimberly Pulliam, in Physician Recruitment & Retention, Practical Techniques for Exceptional Results (1991, AHP, Inc.), retention activities, such as providing a new clinician personal and professional support and ideas as noted in the retention plan samples, are an important part of the recruiting process. Reasons for leaving often are associated with some level of dissatisfaction due to a variety of professional or personal reasons. Building and strengthening relationships are vital to retention. As noted earlier, it is far less costly to save a recruit than to find another. The current gross national average to recruit a new physician is $24,500 in time and travel costs, and this figure does not include such expenses as a sign-on bonus or moving costs. Typically it takes six to nine months to recruit a physician.

Individuals involved in the recruitment and retention process should keep in mind that:

Physicians go where they are invited, stay where they are well treated and grow where they are cultivated. — Roger Bonds

Positive retention results from a process of relationship building. Retention activities require a well-thought-out plan suited to meeting the needs of the individual and the organization. Here’s the equation:

Recruiting success = happy employee + organization = positive retention.

Retention activities to help ensure the equation:

- Develop a plan to cover three years (positive retention is marked by a minimum of three-years with the organization).
- Continue to communicate, build relationships and strengthen bonds, including support for practice development issues.
- Keep in regular contact with a new hire to see how he or she is adjusting on a personal and professional level. (Contact should be weekly, then biweekly, then monthly over the course of the first year.)
- As best possible, anticipate potential problems.
- Actively facilitate the transition within the community, acknowledge the stress of change and allow time for personal activities — such as relocation, receptions, social activities — and professional activities, including business matters, patients, orientation and ongoing support activities.
- Physician-relations activities — offer a mentoring program, organization-wide newsletters, local newspaper articles, announcements or advertisements.
- Use communication tools available to keep in touch (e-mail, voicemail).

Quite simply, do not take good staff for granted. Be appreciative of good work. As they say in the sales industry, provide “service after the sale.”
Recruitment & retention effectiveness review
The Migrant Clinicians Network has developed a recruitment and retention evaluation based on the Primary Care Effectiveness Review Model. Materials — including evaluation and assessment instruments — can be obtained online at www.migrantclinician.org/development/recruitment.

Expectations for effective recruitment and retention
The health center should plan in order to respond to changes in clinical staffing needs:
- The organization must be involved in ongoing recruitment and retention.
- The organization must recognize the importance of developing a positive clinical work environment as part of the recruitment-and-retention plan.
- There should be a written, board-approved, benefits package that appropriately responds to the marketplace.
- The written recruitment and retention plan should guide the board and management.
- Collaborations must exist to ensure effective recruitment and retention of essential clinical staff.
- The center should plan for recruitment and retention costs to maintain appropriate clinical staff.
- Recruitment and retention needs should be addressed in the organizations’ budget and financial planning.
- The center should have a quality-improvement system that addresses clinical services.
- The center should have a written quality-improvement plan and establish a quality management team that includes clinical staff.
- Systems should exist to assess and document performance and reward clinical excellence.
- The center should ensure access to continuing professional education and licensure of provider staff.
- The center should be able to recruit and retain qualified clinical staff.
• Documents to support an organization’s recruitment and retention effectiveness include:
  ▪ Needs assessment.
  ▪ Strategic plan.
  ▪ Business plan.
  ▪ Healthcare plan.
  ▪ Recruitment and retention plan.
  ▪ Quality improvement and management plan.
  ▪ Clinician satisfaction survey.
  ▪ Patient satisfaction surveys and results.
  ▪ Sample provider contract and position description.
  ▪ Provider productivity reports.
  ▪ Clinicians’ salary ranges, benefit package.

Communicating and tracking through these documents offers the benefit of maintaining vital human resource records.
Retention & the human resource function
SESCO Management Consultants is a human resources management and employee-relations services organization. Human resource issues are closely tied to the recruitment and retention process. Studies show that the effects of turnover have a significant business impact, most predominately with the loss of productivity. Direct and indirect costs are realized with turnover. Turnover can significantly decrease an organization’s effectiveness and negatively impact employee morale. By tracking and reviewing turnover data and making industry comparisons, an organization will be better positioned to deal with issues within their organization and take corrective action.

SESCO offers the following ideas to enhance retention. These are aptly applicable to clinician retention:

- Develop a proactive approach to retention; retention activities are essential for any and all organizations.

- “How does the current culture of your organization satisfy your employee’s career and personal needs?”

- Examine and utilize strategies available to create a retention plan with categories including:
  - Employee relations and communication.
  - Compensation.
  - Workplace enhancement — offer orientation, supervisor training, career development programs.

- Offer employee recognition and award programs (for length of service, performance, peer recognition).

- Utilize employee and supervisor surveys.

- Keep lines of communication open.

- Utilize morale boosters.

- Use compensation as a retention tool.

- Also consider non-monetary benefits — such as alternative arrangements including flex-time and job sharing.

- Offer timely performance appraisals.
By considering and utilizing these retention-enhancing ideas, employees ultimately should be more satisfied, motivated, productive and committed to the organization. Cultivate a team approach and provide motivation for improvement in quality care in a productive environment. Implementing some of these ideas also should enhance the employee-employer relationship and can help an organization to better achieve their organizational objectives. Investment in employee satisfaction typically pays off through an increased level of production and reduction of expenses associated with the recruitment process.

For more information on SESCO Management Consultants and the services it offers, visit the Web:  www.sescomgt.com.
Components of effective retention

- Establish baseline data regarding clinical staff (sample forms provided, Provider Staff List).
  
  *Keep track of who is where, how long they’ve been there and areas of interest.*

- Utilize the Provider Staff List to track trends, anticipate changes (such as retirement and maternity leave).

- Maintain records and accurate data.

- Communicate!

Recruitment and retention processes must be balanced, because each requires time, money and effort. Evaluate the costs and benefits for your organization and its success from financial, morale and efficiency perspectives.

Utilize an integrated approach to recruitment and retention activities and maintain flexibility to adapt and adjust as necessary.

Retention Phases

- **Pre-hire.** Take the following into consideration: mission, marketing plan, linking community to practice, outreach, board involvement, patient services offered, seamless patient care, initial learning curve for new hire, impact on accounts receivable and accounts payable. Establish this in writing and create a checklist to make sure all of these areas are adequately conveyed to all staff. Communicate!

- **New hire.** Clinical staff orientation, mentoring, activities with peers, expectations.

- **Post-hire.** Maintain a “pulse” on provider satisfaction through survey and regular communication, offer and monitor continuing education and support activities. Warning signs: The vulnerable provider — be aware of any potential professional and personal reasons for dissatisfaction (such as schedule, workload, burn-out, illness, family concerns including marriage, divorce, extended family issues, death or illness in the family, child concerns or needs). Offer viable options for both the employer and employee, and negotiate for a sense of balance. Be aware of circumstances and be flexible to change when necessary to accommodate the best providers. But be equitable. Recognize and value those providers you want to keep. Have an established plan for providers who are not working out.

- **The exit interview.** Utilize an exit interview (sample provided) and require for all who leave. This may highlight cultural issues that are not readily apparent and set in motion a way to correct problems in the organization. Maintain records on reasons for leaving. Gauge turnover and address as necessary.
Retention strategies
The following key points for successful retention can be used for new hires as well as existing staff development. Utilize these points as a checklist to help ensure providers’ needs are being met. Though seemingly simplistic, these are sometimes, surprisingly, overlooked:

- Good retention requires a strong recruitment plan (see Recruitment Section).
- Retention is positively affected by relationship building and strengthening.
- Key strategies for effective retention include offering the provider:
  - Peer support.
  - Community support.
  - Solid referral network established with specialty providers and hospitals.
  - Relationships with teaching institutions.
  - Relationships with other organizations (local partners, state and federal agencies).
  - Family support, proactive approach to spousal and family needs.
  - Support of personal interests and pursuits.
- Regular, continuous communication and a mechanism to facilitate communication between employer and employee are crucial elements and a vital part of any retention strategy. This begins with orientation and continues through organizational activities, such as staff meetings. Professional and personal support is necessary and must be communicated regularly.
- Financial support — provide a competitive wage and benefit package, offer allowances for continuing medical education, licensure, periodicals and journals.
Provider retention ideas that work
(From Steve Wilhide, executive director of the National Rural Health Association in Alexandria, VA)

When it comes to making a physician feel as though he or she wants to remain at a community health center, one should keep in mind that physicians are trained to be independent decision-makers. They often must make life-and-death decisions without the opportunity to consult with others. This imbedded professional characteristic sometimes conflicts when working in an organization where it may be perceived that decisions are being made that affect patients. The provider must be made to feel a part of the decision-making that affects patient care. In community health centers, patient scheduling is a prime example. Often the physician’s schedule is determined by a non-clinician. Insufficient time may be allowed for some patients while others would require less time. A physician may get behind or may not feel as productive as he or she could be because of how patients are scheduled. Though this task may be perceived as administrative, it can have a major clinical impact, so the physician should be part of determining how patients are scheduled.

To a new provider, all patients are new patients regardless of how long that patient has been coming to the center. A new provider is going to require more time with the patient until he or she gets to know the patient. Therefore, the schedule must give the provider sufficient time with each patient. This scheduling often will not meet the often-touted goal of 4,200 encounters per year. But, remember, this goal may be fine for a well-established provider who has been with the center for several years, but it is unrealistic for a new provider. The provider may feel that the quality of patient care is being compromised.

Flexibility is another key factor in retention. A provider may need certain working hours due to family obligations, for example, and will be more inclined to feel appreciated if the center is responsive to his or her needs if there is the potential for scheduling flexibility.

Some general principles of physician retention:

- Good recruitment typically results in good retention. Retention is directly influenced by good recruitment. The recruitment process is one of relationship building, and the retention process is affected by relationship strengthening.

- When recruiting, fully identify the personal, professional and social needs and objectives of the clinician, spouse and family. Define and meet mutual needs and expectations. Once that provider is on board, follow up to assure that, within reason, these needs are met.
• Be excruciatingly honest about the area and the practice and be prepared to back up claims (such as earning potential) with documentation. Be objectively honest about the area (such as the school system, housing availability and social and cultural activities).

• If recruiting to a rural area, make sure the provider has a full understanding (vs. romantic ideal) of the rural lifestyle, including a possible “open-book” life and loss of personal and family privacy. In a study of rural primary care physicians in eastern Kentucky (Journal of Rural Health, Volume 10, 1994), researchers found that the most important factor in retention to be “socio-cultural integration.” Assist with integrating the provider into the community and understand the provider and family concerns and expectations.

• Provide opportunities to impact on the health center mission of providing high quality care to the underserved. Insure that the image of the health center within the community brings respect and opportunity for providers. A stellar reputation for quality services provided and staff competencies are important for retention.

• Continuous communication is a crucial element for retention.

• Have clinicians on the management team. This is essential to make sure patient care expectations and practice management decisions are done collaboratively. However, clinicians need a sense of professional autonomy. Production standards and requirements should be mutually agreed upon.

• Support and clinical staff working as the clinical team is critical to providing quality care and meeting productivity goals. Licensed providers are generally legally responsible for actions of staff under their direction, so hiring and supervisory authority is essential.

• Providers must participate in managed care decisions, as it has significant implications on patients.

• Offer a reasonable call schedule.

• Recognition of efforts is a key to effective retention. This includes competitive salaries. Health centers should be financially able to acknowledge and reward productivity.

• The impact of losing a provider affects the center’s finances and can personally impact staff, board and patients. The cost of replacing a clinician, including potential loss of patients, costs for locum tenens coverage, loss of revenue with decreased productivity of a new provider, the impact on the center can equate to loss of revenue ranging from $150,000 to $300,000.
There are also less quantifiable losses such as the image of “transient providers,” disruption of the doctor patient relationship, decrease in morale, impact on financial status, team loss, and the sense of lack of job security for other staff.

Attempt to make sure the provider:

- Understands the community expectations of his or her professional and personal role.
- Feels practice support is of high quality (the staff, equipment and facility).
- Has opportunities for involvement in teaching (precepting medical students and residents), or other academic pursuits based upon his or her interests.
- Has a reasonable call schedule with providers of comparable quality.
- Has an understanding of expectations — which should be clearly written and agreed upon by both parties, with periodic review.
- Is offered a system of rewards, tangible and intangible (rewards should be provided for performance-exceeding expectations).
- Has access to training in collaborative management and employee empowerment to assure an effective and efficient office practice.
- Has adequate access to quality specialty referrals.

Provider retention is a critical objective in which all members of a health center play a part. When success is achieved, all staff has the opportunity to share in the rewards.
## PROVIDER STAFF LIST

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Sample retention plan

• Train the staff and board for their respective roles in the recruitment and retention process:
  
  o Improve recruitment skills; identify roles for successful retention.
  o Team and organization development.
  o Identify key retention strategies; these can be specific to your area or region, or can be generalized, but have readily available for reference.

• Be supportive and responsive to provider needs:
  
  o Provider-oriented efforts, including: medical director development and mentoring programs;
    ▪ provisions for continuing medical education, including cultural competencies;
    ▪ management of information systems with links for providers.
  o Clinical systems development.
  o Provider — organization relationships: board, administrator, local, state and federal partners.
  o Promote development of personal and organizational issues.
  o Arrange for teaching appointments, research opportunities, if requested.
  o Promote local, state and national involvement in primary-care issues.

• Improve or upgrade financial packages offered, as feasible:
  
  o Analyze competitiveness of position.
  o Assure competitive compensation package, including:
    ▪ Salary
    ▪ Benefits
    ▪ Incentives
    ▪ Time off
  o Articulate that an improved plan exists.
  o Promote site and provider, help build strong patient base.
Basic three-year retention plan

Initial activities:
- Assistance with moving and initial adjustment.
- Welcoming receptions, including medical and office staff.
- Hospital orientation, if appropriate.
- Practice start-up activities.
- Practice marketing.
- Social activities.
- Adjustment for physician, and family — utilize a “buddy” system, mentor.

Year one:
- Lunch or dinner meeting with administration (quarterly).
- Meeting with physician liaison to cover business aspects (monthly).
- Other practice assistance, staff training (quarterly).
- Spouse visits or calls (monthly).
- Social activities (monthly).

Years two and three:
- Meeting with top administration (semi-annually).
- Meeting with physician liaison (bimonthly).
- Practice business assistance (quarterly).
- Spouse visits or calls (quarterly).
- Social activities (quarterly).

Successful recruit = candidate stays at least three years with an organization.

Transition and activities to new environment can promote good relations for all employees.

Be flexible, and adjust plan as needed.

(General Outline Based on Physician Recruitment & Retention, Practical Techniques for Exceptional Results, Roger Bonds & Kimberly Pulliam, AHP, Inc., 1991.)
Sample orientation plan for new clinicians

It is important that the new provider feels at home at the center and that all pertinent information is at his or her disposal. Here are some tips for orienting the new provider to the center.

- Give the provider a formal tour of facilities and staff introductions, including time to meet with ancillary and support staff and board of directors.

- Provide information regarding the practice and its policies, including: liability issues, technical assistance and support services available, practice manual and care plan, appointment system and scheduling; call schedule, clinical duties, mid-level supervision, continuing education policy, quality assurance program and expectations, mentoring and precepting opportunities and committee structures.

- Review practice procedures, including patient record and billing systems, patient demographic information, key elements to the practice dynamics.

- Introduce key professional colleagues and consultants.

- Outline hospital and referral relationships, emergency procedures, practice protocols for referrals, partner organizations and agencies introduced.

- Give a detailed explanation of benefits (for example: health, life insurance, disability, professional allowances, continuing medical education, vacation), employee policy and procedure manual, employee services.

- Discuss routine paperwork, including licensure, Drug Enforcement Agency certificate, credentialing checklists (should be credentialed prior to start, but review status).

- Provide and go over policies for use of cell phone and pager, review the call-schedule and expectations of schedule, and availability for administrative duties.

- Review marketing plans and procedures (for example, practice open house welcome, newspaper ad or article).

- Ask about personal and professional needs and implement a plan for increased responsibility with time, transition period, expectations.

- Document the orientation process in new employee’s personnel file.
Resources for provider orientation resources include:

- National Association of Community Health Centers (www.nachc.org) Quality Management Training for Health Centers, and New Medical Director’s Orientation;
- Excell (Excellence in Leadership Program), www.aafp.org/fom
- American College of Health Care Executives, www.ache.com
- American College of Physician Executives, www.acpe.org
- Harvard School of Public Health, www.hsph.harvard.edu/ccpe
- Medical Care Development, Inc., www.mcd.org
WORKING CONDITIONS:

<table>
<thead>
<tr>
<th>Statement</th>
<th>Strongly Agree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>17. My staff members are well-trained for their jobs</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>18. I feel proud when I tell people where I practice</td>
<td>4</td>
<td>3</td>
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<tr>
<td>19. I receive recognition for my efforts</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>20. I feel &quot;burned out&quot;</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>21. We get a lot accomplished at our meetings</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>22. I'm usually able to meet my patients' expectations for service</td>
<td>4</td>
<td>3</td>
</tr>
</tbody>
</table>

WOULD YOU CHANGE YOUR PRACTICE PATTERNS TO ACHIEVE:

23. Better medical outcomes                                  YES      NO
24. More productivity at your practice site                  YES      NO
25. Increased patient satisfaction                            YES      NO
26. Higher staff morale                                       YES      NO
27. I would refer a friend or family member to our practice for employment:

If NO, please explain why: ___________________________________
Clinician satisfaction surveys
Employee satisfaction surveys are excellent tools to help build the communication process between employer and employee and may help to gauge an employee’s commitment to his or her job and the organization. Clinicians have unique professional demands, and surveys provide valuable feedback. Surveys offer an opportunity to enhance efforts that are working well and to make adjustments to make for a more efficient and effective practice.

Consulting firms offer services to develop in-depth site-specific tools and track results. Sullivan/Luallin, Inc., www.sullivan-luallin.com, is one such consulting firm that specializes in ambulatory healthcare customer service programs. Surveys should be developed to best suit the needs of a particular type of practice. Results may vary extensively dependent upon the dynamics of the practice and are impacted by size, location and specialty. Here we offer sample surveys and resources for implementing surveys or enhancing existing ones.

According to HR Solutions, Inc., www.hrsolutionsinc.com, surveys can provide the management team with information that impacts the business aspects, as well as physician relations, by:

- Increasing physician referral and loyalty.
- Improving communication.
- Strengthening the quality of services and improve level of care.
- Identifying possible service and technology improvements.
- Linking medical and other staff satisfaction for a more complete organizational picture.
- Determining key drivers of satisfaction.
- Enhancing department-specific and organization-wide processes.

Due to the vastness of potential questions and outcomes dependent on many variable factors, it is impossible to find one instrument that documents validity and reliability. Instead, we offer more global templates adaptable to suiting your needs. In tracking survey results, your organization can use positive findings for marketing and recruitment and take corrective action with less-than positive findings.
According to a Kaiser Family Foundation (www.kff.org) National Survey of Physicians (3/02), doctors’ opinions about their profession revealed the following:

- Morale for physicians and their colleagues has waned in recent years.

- Fifty-three percent would recommend the profession to a young person, forty-five percent would not.

- Most physicians are satisfied with continuity of care, professional challenges and current income, but are less satisfied with the amount of time they have with patients, lack of time for nonprofessional or outside interests, and for the lack of autonomy in making clinical decisions.

- Dissatisfaction also is due to long work hours and administrative work.

- Seventy-six percent cited the influence of managed care as negatively impacting practice, but they credit managed care for some improvements in care.

- Medicare issues and coverage, increasing the number of Americans with health insurance and protecting patients’ rights are cited by physicians as the biggest priorities on a national level.
Sample clinician survey

Dear Colleague:
As part of our service to excellence and assessment, we are asking for your perceptions regarding our commitment to patient satisfaction, teamwork and other working conditions. Please complete this survey within three working days. Your responses will be kept strictly confidential. Thanks for helping us!

<table>
<thead>
<tr>
<th>PLEASE CIRCLE THE MOST APPROPRIATE RESPONSE</th>
<th>Strongly Agree</th>
<th>Strongly Disagree</th>
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<tbody>
<tr>
<td><strong>PATIENT SATISFACTION:</strong></td>
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<tr>
<td>1. Patient satisfaction is a top priority at (name of clinic)</td>
<td>4</td>
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<tr>
<td>2. Most patients are pleased with our service</td>
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<td>3</td>
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<tr>
<td>3. Patients judge us as much on service as on medical quality</td>
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<tr>
<td>4. Patient complaints are bound to happen in a busy medical practice but are, basically, nothing to worry about</td>
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<tr>
<td>5. Staff members have the authority to respond to and solve patient complaints</td>
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<td><strong>TEAMWORK AND COOPERATION</strong></td>
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<td>6. There is good teamwork in our department</td>
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<td>7. There is good teamwork between departments</td>
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<td>8. Generally, I am cooperative with the people in my department</td>
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<td>9. I usually praise employees for good performance</td>
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<td>10. I treat employees with respect</td>
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<td>11. I am usually calm and professional when under pressure</td>
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<td><strong>PERSONAL ASSESSMENT</strong></td>
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<td>12. I give clear instructions to my employees</td>
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<tr>
<td>13. I usually praise employees for good performance</td>
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<tr>
<td>14. I welcome ideas from my employees</td>
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<td>15. I do not play favorites</td>
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<tr>
<td>16. I am a good role model for customer service</td>
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</table>
28. I would refer a friend or family member to our practice for medical care:

YES    NO

If NO, please tell us why:____________________________________________

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
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________________________________________________________________________

Comments
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
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________________________________________________________________________

Please return to:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Thank you for your input and time!
Sample employee satisfaction survey

Your opinion of our organization is important. Please take a few minutes to complete the following survey and return to ____________________. An honest answer to each statement will help us do a better job of making this a better place to work. Your responses are confidential and will not have an impact on your employment. Survey results will be compiled and shared with all staff.

***

Job title: ______________________

Department: ______________________

Supervisor: _______________________

Please mark under the appropriate description:

I am satisfied with my job

I am committed to the mission

I have input into policies / procedures

I am well informed of activities

I would encourage others to work here

I am satisfied with my salary

I am satisfied with my benefits

I am satisfied with my work hours

There are opportunities for advancement

My contribution is valued by my employer

Patient care and satisfaction is a top priority

Comments:

Thank you for your time.
Confidential performance review/evaluation

Employee’s name: __________________________ Evaluation date: _________

Hire date: _________ Anniversary date: _________ Evaluation period: _________

Department-location: ________________ Reviewer’s name: ________________

Primary responsibilities of employee:

How has this person contributed to the team?

Employee’s strengths:

Comments on specific performance factors:

Communication skills

Work habits

Technical - professional skills

Clinical competency
  (including lab orders, charting, coding)

Work production – productivity

Professional projection

Overall, how would you rate person’s performance?

1  2  3  4  5

Excellent                  Poor
Other job-related comments:

Employee’s comments:

Evaluation performed and personal interview held to discuss this evaluation.
I agree / disagree with this evaluation. (If disagree, please provide separate statement.)
Employee signature: ______________________________
Sample exit interview form
Thank you for your service. We would like your input on your employment experience so that continued efforts are considered to provide an effective work environment. Please be as honest as possible. Responses will be kept confidential.

Exit Interview date: _______________ Job title: ____________________________
Employee name: _________________ Employment start date: _______________
Employment end date: ____________ Supervisor: _________________________
Organization: ____________________ Site (if different):_____________________

What are your reasons for leaving?

What did you like best about the center?

Rate the center and your supervisor; please discuss strengths, weaknesses.

What could be done to improve your work experience?

Please rate the following (1= Excellent, 2= Good, 3= Fair, 4= Poor):
Salary ______ Advancement opportunities ______
Benefits ______ Physical working conditions ______
Co-workers ______ Recognition - appreciation ______
Training ______ Support ______

Additional comments:

Thank you for your time in completing this form!
Resources


Migrant Clinicians Network *Recruitment & Retention Evaluation*,

Sesco Management Consultants, *How to Find and Keep Good Employees*, article, 2003,


HR Solutions, *Physician Satisfaction Surveys*, 2004,


Resources for Recruitment and Retention

Web Links

**National / Federal Organizations**

Agency for Healthcare Research and Quality  
www.ahrq.gov

Bureau of Census American Fact Finder  
www.census.gov

Bureau of Health Professions, Health Resources and Services Administration  
http://bhpr.hrsa.gov

www.bls.census.gov/cps/datamain.htm

Bureau of Primary Healthcare, Health Resources and Services Administration  
www.bphc.hrsa.gov

Department of Immigration, J-1 Site  
American Immigration Center  
www.travel.state.gov/visa  
http://US-immigration.com

Indian Health Service  
www.ihs.gov

National Association of Community Health Centers  
www.nachc.org

National Health Service Corps (NHSC)  
www.bhpr.hrsa.gov/nhsc  
www.bphc.hrsa.dhhs.gov/nhsc  - HPSA Classifications  
www.bphc.hrsa.dhhs.gov/databases/hpsa/hpsa.cfm  Bureau of Health

National Rural Health Association  
www.nrharural.org

Office of Rural Health Policy, Health Resources and Services Administration  
www.ruralhealth.hrsa.gov

Professional Area Resource File (ARF) – Data Sets  
www.bhpr.hrsa.gov  
www.arfsys.com
Primary Care and Medically Underserved Advocacy Organizations

Association of Asian-Pacific Community Health Organization
www.aapcho.org

Migrant Clinicians Network
www.migrantclinician.org

National Association for Farm Workers Health
www.nefh.org

National Healthcare for the Homeless Council
www.nhchc.org

Research Institutions and Organizations

Center for Rural Health Services, Policy and Research
www.und.nodak.edu

Center for Studying Health Systems change
www.hschange.org

George Washington University Center for Healthcare Services Research & Policy
www.gwhealthpolicy.org

Kaiser Family Foundation
www.kff.org

Robert Graham Center, Policy Studies in Family Medicine and Primary Care
www.aafppolicy.org

Urban Institute
www.urban.org

Local, State and Regional Resources

Check Travel-and-Tourism and Chamber of Commerce sites local to the areas you serve.
**Professional Organizations, Physicians & Dentists**

American Academy of Family Physicians  
[www.aafp.org](http://www.aafp.org)

American Academy of Pediatrics  
[www.aap.org](http://www.aap.org)

American Association of Colleges of Osteopathic Specialists  
[www.aacom.org](http://www.aacom.org)

American College of Obstetricians & Gynecologists  
[www.acog.org](http://www.acog.org)

American College of Physicians – Internal Medicine  
[www.acponline.org](http://www.acponline.org)

American Dental Association  
[www.ada.org](http://www.ada.org)

American Hospital Association  
[www.aha.org](http://www.aha.org)

American Medical Association  
[www.ama-assn.org](http://www.ama-assn.org)

American Medical Student Organization  
[www.amsa.org](http://www.amsa.org)

American Osteopathic Association  
[www.am-osteo-assn.org](http://www.am-osteo-assn.org)

American Psychiatric Association  
[www.thebody.com/apa](http://www.thebody.com/apa)

American Psychological Association  
[www.apa.org](http://www.apa.org)

Annals of Internal Medicine  
[www.acponline.org](http://www.acponline.org)

Association of Clinicians for the Underserved  
[www.clinicians.org](http://www.clinicians.org)

Society of General Internal Medicine  
[www.sgim.org](http://www.sgim.org)
**Professional Organizations, Midlevel**

American Academy of Nurse Practitioners  
www.aacp.org

American Association of Colleges of Nursing  
www.aacn.nche.edu

American College of Nurse-Midwives  
www.acnm.org

American Nurses Association  
www.ana.org

American Nurses Credentialing Center  
www.nursingworld.org/ancc/

American College of Nurse Practitioners  
www.nurse.org/acnp

American Academy of Physician Assistants  
www.aapa.org

Association of Physician Assistant Programs  
www.apap.org

**Practice Management Resources**

The American Academy of Medical Management  
www.ePracticeManagement.org

Association of Staff Physician Recruiters  
www.aspr.org

Health Care Administrator and Recruiter’s Guide to the Internet  
www.healthcarehr.com

Medical Group Management Association  
www.mgma.com

Medscape  
www.medscape.com
Merritt Hawkins & Associates
www.merritthawkins.com

National Association of Health Care Recruiters
www.nahcr.com

National Association of Medical Staff Services
www.namss.org

SESCO Management Consultants
www.sescomgt.com

**Credentialing**

American Board of Medical Specialties
www.certifieddoctor.org

American Dental Association
www.ada.org

American Medical Association Masterfile Request
http://profiles.ama-assn.org

American Osteopathic Association Profile Request
www.aoa-net.org

Bureau of Primary Health Care
www.bphc.hrsa.gov

Federation of State Medical Boards
www.fsmb.org

Joint Commission on Accreditation of Healthcare Organizations
www.jcaho.org

National Association of Community Health Centers
www.nachc.org

National Association of Medical Staff Services
www.namss.org

National Committee for Quality Assurance
www.ncqa.org
National Practitioner Data Back
www.npdb-hipdb.com

US Department of Justice
www.usdoj.gov

**Advertising & Marketing**

American Academy of Family Practice
www.aafp.org/careers/

www.careerMD.com

www.MDjobsite.com

www.medhealthjobs.com

Military Medical News
www.militarymedical.com

Physician Recruiter Publication
www.therecruiter.com

Physician’s Travel & Meeting Guide
www.cmeplanner.com

Practicelink
www.practicelink.com

Unique Opportunities, The Physician’s Resource
www.uoworks.com

**Locum Tenens**

National Association of Locum Tenens Organizations
www.nalto.org
## Evaluation Form

### Recruitment & Retention of Clinicians
For Community & Migrant Health Centers
Best Practices Model

Please circle the answer that most closely corresponds to your agreement with these statements:

1. I was able to gain useful information about **Recruitment** from this binder.
   - Disagree 1 2 3 4 5 Agree

2. I was able to gain useful information about **Contracting** from this binder.
   - Disagree 1 2 3 4 5 Agree

3. I was able to gain useful information about ** Credentialing ** from this binder.
   - Disagree 1 2 3 4 5 Agree

4. I was able to gain useful information about **Retention** from this binder.
   - Disagree 1 2 3 4 5 Agree

5. I will be able to incorporate this information into my daily activities.
   - Disagree 1 2 3 4 5 Agree

We welcome your comments on content or suggestions for additions:

**Your feedback is important to us!**

(Optional)
Name / Title: _____________________________  Organization: ___________________

Address/City/State/Zip: ____________________________________________________

Phone: ________________  Fax: _________________  E-mail:_____________________

Please check which applies to you:

PCA __________  PCO __________  Health Center __________ Other ______________
(Please specify)

Please mail response to:

**Attn:** K. Guye, Virginia Primary Care Association, 6802 Paragon Place #625, Richmond, VA 23230
Fax: 804-379-6593, or e-mail: kguye@vpca.com

*Thank you for your time!*