Recipe for a Successful Locum Tenens Experience

Working as a locum tenens is becoming more alluring to physicians with many varying levels of experience ranging from doctors finishing residency who wish to travel and still continue a medical career to semi-retired physicians who want to keep their clinical skills up to date who want to work regularly without the administrative issues commonly associated with private practice.

Today, the number of physicians working as a locum tenens is rapidly increasing. This group currently represents the fastest growing area of healthcare staffing, generating a 12 percent annual growth rate, with the expectation to accelerate over the next two years. It is estimated that between 4 and 15 percent of physicians, at some point in their careers, will work in a locum tenens position. (Staffing Industry Analysts 2007, and Bureau of labor Statistics 2007).

Based on a survey summarized in the November 2004 Journal of Healthcare Management:

- 43.9 percent of locum tenens were female and practicing in primary care specialties.
- 33 percent of locum tenens considered a locum tenens practice pattern permanent.
- 64 percent of locum tenens used locum income as their sole source of support and
- 31 percent were frequently motivated by a need for a flexible work schedule.

One of the most important aspects of researching a locum tenens position is identifying the specific criteria important to you. Taking a little extra time to consider what you are looking for could save you a future headache. Identifying your preferred work environment is the first step to securing the most suitable assignment for you. Listing the most desirable attributes you would like to see in a practice and defining your work style may also be very helpful in making a decision about offering your services in a particular practice setting. Also take into account your personal and family needs, the distance you
are willing to commute or relocate, even temporarily, and any other responsibilities or obligations that may be affected.

There are a few options to consider when applying for a locum tenens position, such as what type of organization would best fit your needs, with the most common options being applying to a small practice, individual hospital or a staffing firm. There are advantages and disadvantages to each. For instance, applying to a small practice or hospital may require a physician to do all of the legwork to satisfy the requirements needed to secure the locum tenens position, whereas with a staffing firm the majority of the paper trail is subsequently taken care of through the staffing firm. If you want the more hands on approach, you can research locum tenens positions on your own through websites like “locum tenens 360” (www.locumtenens360.com), which lists a large data base of locum tenens companies. In addition, the National Association of Locum Tenens Organizations (NALTO) is a professional organization established in 2001 that provides a thorough resource for locum tenens. NALTO’s purpose is to help set standards for many for-profit companies, as well as to serve as a resource for the health care industry (www.nalto.org).

It is important to approach a career or job with optimism, but it is equally important not to walk into a situation unaware of the reason for the position vacancy. A basic step is to try to gather information about any opening in which you may be interested prior to applying for the position.

You also need to know what is expected as a result of your impending agreement with the organization of choice, while bearing in mind the organization is not there to protect your well being. You are responsible for protecting your own interests. One of the main issues to consider in the decision making process is your contract agreement. Whether pursuing a locum tenens position through a private practice, hospital or staffing firm, the following are important issues to address before signing a locum tenens agreement, with each discussed in detail below the bulleted list:

- Provisions that protect your receipt of payment
- Coverage of your travel and other associated expenses
- Lodging
- Provide malpractice insurance coverage
- Non-work related experiences
- Non-compete clause
• Agreement dissolution terms
• Tax withholdings
• Get it in writing

Make sure your contract details the terms of work and how and when you will be paid. One way to protect your receipt of payment is by adding to the contract a provision that requires the practice to state your salary and pay you directly.

Travel arrangements and expenses should also be included in the agreement. The organization should be responsible for all business related travel. If working through a locum tenens company, requesting the company pay upfront for any necessary travel can help to avoid complications.

Lodging can be an issue in itself when traveling, so make sure that you specify in the agreement the type of lodging you are expecting. If applicable, make sure the lodging is billed directly to the locum tenens company, so you are not responsible for payment.

Usually, a locum tenens company will not cover meal expenses, but if it does not supply you with lodging that allows you to better oversee your food expenses, at the very least inquire about having it contribute to your meal costs and make sure to put this in the agreement.

Malpractice insurance should be provided for you by the locum tenens company or practice. Make sure that it is specified in the contract what type of malpractice insurance is being offered. For more information on malpractice insurance, please refer to: http://www.acponline.org/running_practice/practice_management/insurance/

Make sure prior to beginning any locum tenens assignment that the locum tenens company or practice provides proof of malpractice insurance coverage.

Another important detail that you should specify in the agreement is the type of experience you expect to have outside of work. If one of the main reasons for accepting a particular assignment is to become better acquainted with the area of choice, make sure to include this in the agreement to ensure that both parties are on the same page with mutual understanding and objectives. While non-compete clauses are becoming more popular, it is important to consider how a non-compete clause, with reasonable limits as to when and where an employee or company may or may not compete, will affect the terms of the deal.

Be sure to include a clause in your contract agreement that allows you an escape route just in case the assignment is not to the terms that were agreed upon or it just simply is not what you thought it would be. In order to try to keep issues from arising, try to add a stipulation in the contract so that you are able to try the assignment for a week or two with the option to extend so that you can get a better feel of the practice setting and what they are expecting of you.

Due to variations in Federal and State tax regulations, it is critical to seek professional
advice and counsel regarding the tax implications of your agreement. For instance, some practices may try to set up a locum tenens as an independent contractor, but this must be done carefully as the Fair Labor Standards Act (FLSA) regulations are very specific, and state regulations may also come into play.

If changes to the agreement are necessary, print the information clearly and initial and date each change. Each page of the agreement should be numbered and initialed by you. Once all necessary changes have been made, present it to the locum tenens company for review. Do not start a locum tenens assignment before you finalize a contract that contains terms that are acceptable to you.