



# New to Practice Guide



OSTEOPATHIC  
*Physicians & Surgeons*  
OF CALIFORNIA

## Introduction

This booklet has been prepared by the Osteopathic Physicians and Surgeons of California. We want to make your transition as a new professional into medical practice a smooth one and share with you some of the information we have learned. We have tried to include, in a simple format, information you will need to obtain your license, a few contract review basics, and information on California medical structure.

We do not claim to be all-inclusive and would appreciate any suggestions or additions you may have to make future editions even more beneficial.

Please feel free to call or email if you have any other questions. We are very fortunate to have such a wealth of knowledge and resources at our fingertips.

Remember, we are here for you.

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## AT A GLANCE

- Osteopathic Physicians and Surgeons of California** ..... (800) 638-6772  
Website: [www.opsc.org](http://www.opsc.org)
- Osteopathic Medical Board of California** ..... (916) 928-8390  
Website: [www.ombc.ca.gov](http://www.ombc.ca.gov)
- American Osteopathic Association** ..... (800) 631-2771  
Website: [www.osteopathic.org](http://www.osteopathic.org)
- Drug Enforcement Administration** ..... (800) 882-9539  
Website: [www.deadiversion.usdoj.gov](http://www.deadiversion.usdoj.gov)
- Provider Number for Medi-Cal** ..... (800) 541-5555  
Website: [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov)
- Workers' Compensation Medical Unit** ..... (800) 794-6900  
Website: [www.dir.ca.gov](http://www.dir.ca.gov)
- Franchise Tax Board** ..... (800) 852-5711  
Website: [www.ftb.ca.gov](http://www.ftb.ca.gov)
- Franchise Tax Board Forms** ..... (800) 338-0505
- Internal Revenue Service** ..... (800) 876-1715  
Website: [www.irs.gov](http://www.irs.gov)
- Internal Revenue Service Forms** ..... (800) 829-3676
- OSHA Compliance** ..... (800) 475-4019  
Website: [www.osha.gov](http://www.osha.gov)

### ADDRESSES:

**Osteopathic Physicians & Surgeons of California**  
2015 H Street, Sacramento, CA 95811

**Osteopathic Medical Board of California**  
1300 National Drive, Ste. 150, Sacramento, CA 95834

**American Osteopathic Association**  
142 E. Ontario St., Chicago, IL 60611

## BENEFITS/SERVICES OF OPSC MEMBERSHIP

OPSC membership offers many benefits. Here is just a sampling:

- Legislative Advocacy
- Monthly Email Updates
- *California DO* Journal
- High Quality CME
- Regional Affiliate Organizations
- Assistance with Reimbursements
- Financial Planning Assistance
- Credit Union Program
- Collection Services
- Discount Prescription Program
- Travel and Vacation Specials
- Car Rental Discounts

For further information on these and other OPSC member benefits, please visit [www.opsc.org](http://www.opsc.org) or call (800) 638-6772.

## APPLYING FOR LICENSURE

### GENERAL INFORMATION

Please use the following information/checklist to be sure that your application is complete and accurate before submitting it. All items listed that are applicable to you must be submitted in order for your qualifications for licensure to be assessed. Your application is considered complete once all required forms, documentation, DOJ and FBI fingerprint clearances and appropriate fees have been received and approved. You will be notified of the status of your application, including any deficiencies, generally within 30 days from the date your application is filed. Once your application has been approved, you will be notified as to the amount of the license fee you will need to remit. The license fee is \$400 for two years, renewable every other year in your birth month. If your birth month falls on an even year (i.e., February, April, June, etc.) then you renew every even year. If your birth month falls on an odd year (i.e., January, March, May, etc.) then you renew every odd year. Your initial license fee will be prorated based on your birth month. If your application is denied by the Osteopathic Medical Board of California, you will be notified in writing the reason(s) for denial and the appeal process. Incomplete applications are kept on file for a period of one year. If the application process is not completed within that period, your application will be destroyed.

### REQUIREMENT FOR LICENSURE

Do not submit your application until you have completed your first year postgraduate training and you have successfully completed all three levels of the NBOME/COMLEX Exams.

A temporary license is not available.

The review and approval process will take up to six months. Please do not contact the OMBC regarding the status of your application for at least 30 days after submitting your application.

## APPLYING FOR LICENSURE (Cont.)

### 1. FORMS

- Form OMB.1: Application for Osteopathic Physicians and Surgeons Certificate (must be notarized).
- Form OMB.2: Certification of Completion of ACGME Postgraduate Training or AOA Rotating Internship must be sent by you to your training program. The training program must complete the form **after you have completed your first year postgraduate training. This certification must be returned to the Board directly from the program and will not be accepted if submitted by the applicant. Fax copy is not acceptable.**
- Form OMB.3: Verification of Licensure must be submitted by you to every state in which you are or have been licensed or otherwise registered to practice as an osteopathic physician and surgeon or other health provider. Please make additional copies of this form as needed. Each licensing agency must then forward with their agency seal, directly to the Osteopathic Medical Board of California (OMBC). Fax copies are not acceptable.

### 2. PHOTOGRAPH

- Three (3) recent 2" x 2" (approximate size) passport quality photographs of your head and shoulders only. **All three photographs must be identical.** Attach one photo to your application form OMB1. Affix second photo to your postgraduate training certification form OMB.2. Submit the third photo loosely with your application packet.

## APPLYING FOR LICENSURE (Cont.)

### 3. WRITTEN EXAMINATION VERIFICATION

- National Board of Osteopathic Medical Examiners, Inc. NBOME/COMLEX levels I – III Scores. Visit [www.nbome.org](http://www.nbome.org) to obtain copies online or contact the National Board of Osteopathic Medical Examiners, Inc. at 8765 West Higgins, Ste. 200, Chicago, IL 60631; telephone (773) 714-0622 to request a **certified** copy of your NBOME/COMLEX scores. Your **certified** NBOME/COMPLEX scores must be sent directly to the OMBC. Fax copies are not acceptable. You must contact all other examination administrators to have **certified** scores sent directly to OMBC.
- NBOME Parts I and II and FLEX Component II with a minimum score of 75% may be substituted for Part III of the NBOME. (Note: FLEX – not administered after 12/31/1993.)
- A State Written Examination shall be considered on a case-by-case basis. The applicant must hold a current, unrestricted license to practice osteopathic medicine in the state.
- Comprehensive Osteopathic Medical Variable Purpose Examination (COMVEX) is acceptable in lieu of State Written Examination (above). **NOTE: SPEX (Special Purpose Examination) is no longer accepted.**

### 4. CERTIFIED OFFICIAL OSTEOPATHIC COLLEGE TRANSCRIPT

- Contact your osteopathic medical school to request a certified copy of your transcript. The certified, official osteopathic college transcript must be sent directly by your school to the OMBC. The copy issued to a student is not acceptable.



## APPLYING FOR LICENSURE (Cont.)

### 5. OSTEOPATHIC COLLEGE DIPLOMA

- A copy of your osteopathic college diploma must be submitted with your application.

### 6. INTERNSHIP CERTIFICATE

- Applicants who completed their first-year postgraduate training prior to 1990 must submit a copy of their internship certificate with their application.

### 7. FINGERPRINT PROCEDURES

- Live Scan: Applicants residing in California must use the Live Scan process. If a Live Scan site is not available near you, please contact the Board office for further instructions. The preference is to use Live Scan if at all possible. Only use a fingerprint card if you can't use Live Scan.

#### **Live Scan Process**

1. Complete the OMBC's "Request for Live Scan Services" form and print form (in triplicate).
2. Take the completed form (in triplicate) to a Live Scan site.
3. Submit the second copy of the form with your license application.

Visit [www.caag.state.ca.us/fingerprints/publications/contact.pdf](http://www.caag.state.ca.us/fingerprints/publications/contact.pdf) or contact the OMBC at (916) 928-8390 to locate a Live Scan site near you. Hours of operation and rolling fees vary, so please contact the Live Scan site directly for information.

## APPLYING FOR LICENSURE (Cont.)

### **Fingerprint Cards**

If you reside outside of California, you must use the manual fingerprint card process. Please contact the OMBC office at (916) 928-8390 or e-mail [osteopathic@dca.ca.gov](mailto:osteopathic@dca.ca.gov) to obtain fingerprint cards. Results from the manual card process can take up to 16 weeks.

### **Manual Fingerprint Process**

1. Contact the OMBC to obtain fingerprint cards.
2. Complete the applicable areas on both cards (refer to instruction sheet included with the cards).
3. Take the completed cards to a local law enforcement office and have your fingerprints rolled.
4. Submit both fingerprint cards to the OMBC with your license application. **DO NOT FOLD CARDS.**

OMBC will not be able to process your application without both completed fingerprint cards.

**Your license will not be issued until fingerprint clearances from both the DOJ and FBI are received.**

### **8. FEES (One check for \$251)**

- Application Processing Fee: \$200
- Fingerprint Processing Fee: \$51

Make check or money order payable to the Osteopathic Medical Board of California. Application and fingerprint processing fees are nonrefundable.

### **9. CHANGE OF ADDRESS**

- It is your responsibility to notify OMBC, in writing, of any address or name changes.

## CONTRACT BASICS

It is imperative for both the Physician and the Hiring Organization to thoroughly understand and agree on the terms of the physician employment contract. “Let The Buyer Beware” contracts are written for the benefit of and to protect the interest of the party offering the contract. Since contracts are legal documents, it is in your best interest to obtain legal review before signing the contract. Attorneys are useful to clarify terms, language and clauses of the agreement that need to be addressed. They can also help you get what you need if your situation and circumstances warrant it.

The purpose of this article is to point out those items in the agreement that you need to know and review carefully as you proceed.

### THE BASICS

- **Term of the contract** – this is the period of time that both the physician and the employer are held to the contract. The most common term is one year.
- **Compensation** – salary, income guarantee, incentives, partnership, etc. Sometimes contracts contain clauses pertaining to money a physician might earn on his or her own time. An example would be money earned through writing articles or through public speaking engagements. It should be written into the contract whether this money belongs to the practice, or stays with the physician.
- **Bonus structure** – the contract should explain how the bonus is set up and what the physician needs to do to obtain the bonus. If there is a formula regarding a bonus, it should be detailed in the contract so there are no misunderstandings.

## CONTRACT BASICS (Cont.)

- **Buy-in** – if there is a buy-in opportunity, it should also be outlined in the contract – when does it occur? While an exact number may not be given, the buy-in amount, or formula, should be detailed as to how it is structured and how it will be determined.
- **Benefits** – health insurance, life insurance, dental, CME, relocation allowance, malpractice insurance, disability long term and short, coverage for spouse/domestic partner, dues – professional associations, subscriptions to journals, etc. can vary substantially by organization.
- **Time Off/Vacation and Holidays** – common vacation is four weeks.
- **Call Schedule** – although you can't delineate call schedule in a contract because you never know exactly how many physicians will be available at any given time for coverage, you can state that call schedule will be "fair and reasonable." Sometimes, new physicians may have a heavier load than their senior partners. If so, this should be stated in the contract.
- **Non-competition Covenants** – the non-competition covenant should be explained clearly in the contract and should include covenants during and after the term of the contract. It should be reasonable in terms of time, distance, and money.
- **Malpractice** – what is provided and what are the limits of liability? How much is the policy for?

### OTHER CRITERIA

- **Income Continuation Agreement** – in the event of a disability, is there an income continuation agreement? This is separate from medical disability.
- **Continuing Medical Education** – While \$2500 per year is common to cover cost of education and time off, it does vary greatly contract to contract. Things to consider include: certification/recertification costs, MOL – OCC costs, etc.
- **Termination of Contract Stipulations** – under what conditions can the contract be terminated?
- **Grounds for Termination** – what are the grounds for termination? If a physician sees a “Termination without Cause” clause – it should make him/her think twice. If the Termination Without Cause clause is included in the contract, it must apply to both parties. Most contracts provide for a 90-day written notice. If there is severance pay in the event of termination, what is it?
- **Compensation Details** – what compensation is there beyond straight salary, such as a percentage of collections, a draw that is reconciled periodically, etc. While it is not possible to provide exact numbers, contracts should contain the formula used for determining these other sources of compensation, with minimums if at all possible.

## CONTRACT BASICS (Cont.)

### LOOK OUT FOR

- A **“Liquidated Damages Clause”** – a liquidated damages clause makes the physician responsible to pay money back to the employer in the event of termination. The amount of money owed is based upon money that was expected to be earned over the term of the contract.

### WHEN TO NEGOTIATE

A physician’s negotiation leverage often depends on the size of the entity hiring him or her. In a large multi-specialty group or hospital, where a standard contract is used that has already been accepted and agreed to by twenty or more other physicians – it is unlikely that the new physician will have much power in altering the across-the-board contract stipulations.

In smaller practices, negotiation is often more flexible and the physician may be able to customize the contract more toward his or her needs and expectations.

If possible, utilize the knowledge and expertise of your recruiter as a buffer during contract negotiations. When there is a two-party negotiation, there is an inherent opportunity for mistrust and miscommunication. Using a recruiter as a buffer alleviates stress in the negotiation process. The client and the physician can confide in their concerns to the recruiter, and the recruiter can act as a third-party to help both the client and physician feel satisfied with the results.

In summary, a good contract should be fair to both parties. If you are not satisfied with the contents of your contract, the time to address your concerns is during the hiring process. Utilize the experience of your recruiter to help you negotiate aspects of your contract that you are unhappy with. It is also a good idea

## CONTRACT BASICS (Cont.)

to use an attorney who is well-versed in contracts and contract law to clear up any sections or clauses you may not understand in the contract. A fair, reasonable and solid contract between physician and employer ensures that both are getting off on the right foot, establishing the basis of a rewarding and successful working relationship.

## **CALIFORNIA STATUTES OF LIMITATIONS**

A medical malpractice action for injury or death must be brought within one year from the date the claimant discovered the negligent act, but no more than three years from the date of injury. For retained foreign body cases, the statute is tolled until the claimant discovers or should have discovered the injury.

Actions by or on behalf of minors must be brought within three years from the date of the negligent act, unless the child is under the age of six, in which case the action must be commenced within three years or prior to the child's eighth birthday, whichever provides the longer time period. It is notable that the statutory period begins to run for adults at the time of discovery but for minors at the time of the negligent act.

If a claimant is insane, a guardian can be appointed to permit the claim to be brought within the required time limit.

## **CONTRIBUTORY OR COMPARATIVE NEGLIGENCE**

California follows a pure comparative negligence rule: a claimant's negligence reduces his recovery but will never bar recovery.

The plaintiff's negligence is compared to the combined negligence of plaintiff and of all tortfeasors (defendants in a civil tort action), whether or not joined as parties, to determine the amount of the reduction.

## **JOINT AND SEVERAL LIABILITY**

A joint tortfeasor's liability may be joint, several, or joint and several.

## **CONTRIBUTION**

A settling tortfeasor is free from all liability in contribution. His



## MEDICAL MALPRACTICE INSURANCE (Cont.)

share is not counted when dividing the remaining fault among the other defendants to determine how much of the judgment each is responsible for.

### **EXPERT TESTIMONY**

To establish a prima facie case of medical malpractice, the claimant must present expert medical testimony verifying the claims of negligence, unless the fact finder can infer negligence from the facts.

### **DAMAGE CAPS**

California places a cap on non-economic damages for medical malpractice cases. Non-economic damages, defined as compensation for pain, suffering, inconvenience, physical impairment, disfigurement, and other non-pecuniary injury, are limited to \$250,000. The cap applies whether the case is for injury or death, and it allows only one \$250,000 recovery in a wrongful death case. There is authority, however, for allowing separate caps for the patient and a spouse claiming loss of consortium. The cap on non-economic damages has been held to be constitutional.

### **STATUTORY CAP ON ATTORNEYS' FEES**

California limits the amount attorneys in a medical malpractice case can collect pursuant to a contingent fee arrangement to 40 percent of the first \$50,000, 33 1/3 percent of the next \$50,000, 25 percent of the next \$500,000, and 15 percent of any amount that exceeds \$600,000. This limit applies regardless of whether the recovery is by settlement, arbitration, or judgment. If the contingent fee arrangement is based, in part, on an award of periodic payments, the court is to place a total value on the payments based upon the projected life expectancy of the claimant, and then calculate the contingent fee percentages.

## MEDICAL MALPRACTICE INSURANCE (Cont.)

### **PERIODIC PAYMENTS**

For medical malpractice cases that result in judgments of future damages in excess of \$50,000, either party may request the court to order periodic payments.

### **COLLATERAL SOURCE RULE**

California allows defendants in medical malpractice actions to offer evidence of the claimant's receipt of payments in connection with the injury in the form of social security benefits, workers' compensation benefits, health insurance, accident insurance, or any other contract providing for health care. The claimant may then offer evidence of any amounts paid or contributed to secure the right to the collateral benefits. No provider of benefits can recover them from the plaintiff or by subrogation from a defendant.

### **PRE-JUDGMENT INTEREST**

California allows a jury, at its discretion, to award pre-judgment interest.

### **PATIENT COMPENSATION FUNDS AND PHYSICIAN INSURANCE**

California does not have a patient compensation fund or a program of state-sponsored liability insurance for physicians.

### **ARBITRATION**

California allows health care providers and their patients to contract for the arbitration of disputes. However, absent the parties' agreement, California does not require that claims of medical malpractice be arbitrated prior to litigation.

### **INSURANCE AS A CONDITION OF HOSPITAL PRIVILEGES**

#### **A. Statutes California**

Statute: Rules of a health care facility include provisions that every member of the medical staff have professional liability insurance as a condition to being on the medical staff of a health care facility. Cal. Health and Safety Code '1319.

## MEDICAL MALPRACTICE INSURANCE CARRIERS & BROKERS

### **CAP-MPT**

Phone: 800-252-7706

website: [www.cap-mpt.com](http://www.cap-mpt.com)

### **Claremont Liability Insurance Company**

6250 Claremont Avenue

Oakland, CA 94618

Phone: (800) 227-4527

### **The Doctors Company**

P.O. Box 2900

Napa, CA 94558

Phone: (800) 421-2368

### **HealthCare Professionals Insurance Services**

#### **Medical Malpractice Insurance**

Phone: 714-990-4430

Fax: 714-225-0872

website: [www.hcp-insurance.com](http://www.hcp-insurance.com)

### **Norcal Mutual Insurance Company**

560 Davis Street, 2nd Floor

San Francisco, CA 94111

Phone: (800) 652-1051

### **SCPIE**

1888 Century Park East, Ste. 800

Los Angeles, CA 90067

Phone: (800) 962-5549

website: [www.scpie.com](http://www.scpie.com)

### **TOPA Insurance Company**

1800 Avenue of the Stars 12th Floor

Los Angeles, CA 90067

Phone: (800) 949-6505



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