The 90-Minute Continuity Drill

GOVERNANCE QUICK REFERENCE

• The Premise • The Question Script • Reading the Silences • The Four-Pillar Debrief

Pediatric Management Institute
Helping Pediatricians Succeed
pediatricsupport.com • (832) 979-8439

1 | THE PREMISE & THE RULES

One premise, stated once · no documents, no advisors · the drill measures what the room can do, not what the drawer contains

90	**1**	**0**	**3**	**4**
minutes, one sitting — premise, script, debrief	premise, stated plainly and never softened	documents and outside advisors in the room	horizons the script walks — 48 hours, month, year	pillars scored: people, authority, liquidity, decisions

THE PREMISE, IN ONE SENTENCE

- **"Assume the managing partner became incapacitated or died last night."** Stated plainly at minute zero, once — no elaboration, no reassurance, no "of course this will not happen." Both branches open the same way (§12.6).
- **Then four questions, in order.** What do you do? Who has access to what, and how? Who talks to the bank, the partners, the attorney? Who does what in what order?
- **Why the managing partner.** The role concentrates what nobody else holds — spending authority, the named signature authority, the bank and vendor relationships (§12.2).
- **It is a mock code for the practice.** It finds failure points not in theory, but in the silence after a question nobody can answer.

THE RULES

- **90 minutes, one sitting.** Long enough to reach the first year, short enough that nobody reschedules.
- **No documents in the room.** No agreement, no binder, no policy summary, no phone lookups. The binder opens at the debrief.
- **No advisors in the room.** No attorney, no CPA, no benefits broker — their absence is the point. The drill tests the practice, not its bench.
- **One scribe, logging silences.** Not minutes: every question the room could not answer, in the words it was asked.
- **No rescue, then move on.** Nobody answers for the person who should own it. The drill collects silences; solving is section 4.

WHO IS IN THE ROOM

- **Whoever would actually be there** at 7 a.m. on the real morning. The test is presence, not seniority.
- **Every remaining partner** — the buy-out obligation and every vote land on them (§12.6) — and the practice manager or administrator, where operational authority sits the moment the managing partner is gone (§12.2).
- **The people who do the work:** whoever runs payroll, whoever touches the bank, and the front-desk and clinical leads who face families first. Not their supervisors.
- **Nobody who would not be there.** An advisor in the seat answers a question the practice needs to answer itself, and the drill returns a comfortable, useless result.

WHY NO DOCUMENTS

- **The drill tests what people can do, not what a drawer contains.** A provision nobody can find at 7 a.m. is not yet a control — it is an intention with a signature on it.
- **Physicians already own this discipline.** Escalation pathways, rapid response teams, proxies, checklists, drills — all built to break silence under load, and all rehearsed.
- **The practice itself is the exception.** Continuity is the one system a practice runs un-rehearsed, in a building where nothing clinical is trusted un-drilled.
- **A found document ends the inquiry.** The room reads the clause aloud, everyone relaxes, and whether anyone could have found it goes untested.

2 | THE QUESTION SCRIPT

Ask in order · a name and a number is an answer; a role or a document reference is not · right column: where a drafted agreement settles it

#	THE QUESTION, ASKED IN THE ROOM	WHAT AN ANSWER SOUNDS LIKE — WHERE IT IS SETTLED
	THE FIRST 48 HOURS · ACCESS, SIGNATURE, PAYROLL, NOTIFICATION	
1	Who can get into the operating account this morning — name the person, and say how.	A named second signer who has already signed, and how the credentials are reached without his phone. **§12.2** names signature authority and makes unauthorized signatures personally recoverable.
2	Who signs checks this week, and who approves what they sign for?	One name, and dollar bands the room states from memory. **§12.2:** to $10,000 unilaterally; $10,000 to $50,000 on five business days' notice; above $50,000, a partner vote — indexed annually.
3	If he is alive but cannot work or sign, who holds the pen this week?	The same named signature authority — **§12.2** names who may bind the practice, and it does not wait on a court. The incapacity branch also starts the salary-continuation clock that morning (**§12.6.2**).
4	Payroll runs Friday. Who runs it, and have they run one before?	Someone who has run a cycle, not watched one. **§12.2** information rights are what make the cross-training possible.
5	Who talks to the bank, and what will the bank ask us for?	The named signer, and the document the bank actually requires — produced, not described.
6	Who notifies the other partners, and in what order?	One caller, one list, before anyone hears it from outside. No provision writes the call list; the drill is where it gets written.
7	Who tells the staff, and when — before or after the first family asks?	A named person, a stated hour, one script. Families hear it from the practice, not from a cancelled appointment (**§11.11**).
8	Who calls the attorney? Does anyone here know which attorney?	A name and a number produced without leaving the room. **§12.13** keeps executed copies in known hands with an amendment history.
9	Who calls the malpractice carrier, and what will they ask us?	Policy type first: claims-made or occurrence, limits, who buys the tail by exit type, and how the premium is allocated (**§12.12.1**).
10	Who covers his patients tomorrow, and who calls those families?	Coverage assigned by name before the day starts. Call-coverage obligations are drafted, not improvised (**§12.6.2**).
11	Who has the keys, the alarm codes and the EHR admin account?	A second person who has used them, not a list in the absent partner's desk. **§12.2** information rights make that possible.

#	THE QUESTION, ASKED IN THE ROOM	WHAT AN ANSWER SOUNDS LIKE — WHERE IT IS SETTLED
	THE FIRST MONTH · FUNDING, CONTINUATION, GOVERNANCE, ACCESS	
12	Is there a life-insurance policy on him? Who owns it, and what is the face value?	Term life *the practice owns*, sized to the buyout obligation plus replacement cost; proceeds fund the death buyout, and disability buyout insurance funds the redemption on the other branch (**§12.6, §12.12.1**).
13	How long does his salary continue — and what day stops it?	A stated 30, 60 or 90 days, ending on the day the long-term disability policy begins to pay (**§12.6.2, §12.12.1**).
14	Who runs the next partner meeting, and who has standing to call it?	The office, not the person: elected by majority to a two-to-three-year term, bounded by the tier thresholds, removable by supermajority (**§12.2.1**).
15	Can every partner still get the monthly financial package on Monday?	Everyone, without asking permission. Most governance disasters begin with one partner controlling the information (**§12.2**).
16	Who holds the executed agreement — and is the copy in the drawer the current one?	A custodian by name and an amendment history. No amendment binds without the signature formalities the agreement prescribes (**§12.13**).
	THE FIRST YEAR · VALUATION, FUNDING TERMS, RECRUITMENT, SUCCESSION	
17	If it was death — starting today, what does his estate own?	Nothing in this practice. Mandatory buyout of the estate, with automatic estate or spousal ownership prohibited — no involuntary non-physician partner (**§12.6**).
18	What is his interest worth, and who computes it?	A formula that predates the event, reviewed against the annual valuation update — set it before the stressful event, or emotions get in the way of a fair deal (**§12.6**, Ch. 11).
19	Where does the money come from, and how long do we have to pay it?	Insurance proceeds, then a stated timeline for any unfunded excess; five years standard for large buyouts, all of it under the aggregate annual buyout cap (**§12.6**).
20	Who recruits the replacement, and what does that cost on top of the buyout?	Roughly **$150,000** of recruitment cost — what the insurance face value is sized to carry alongside the buyout (**§12.12.1**).
21	Who was his successor — and had anyone told that person?	Five years, not five months: formula signed at five years out, the successor bought in at two to three (**§11.11**).

3 | READING THE SILENCES

A silence is a finding, not an embarrassment · the mock-code rule: you debrief the gap, never the person

THE MOCK-CODE RULE

- **A mock code does not find failure points in theory.** It finds them in the pause before the cart arrives and in two people who each assumed the other called.
- **Nobody in the room failed.** The system did — and the system is a document plus a set of habits, both changeable this quarter.
- **Say it at minute zero**, before the premise — or the room performs competence for 90 minutes and returns nothing worth writing down.

THE SCRIBE'S FOUR COLUMNS

- **1 · THE QUESTION, VERBATIM.** Not a paraphrase — the exact words that stalled, so next year asks them unchanged.
- **2 · WHO SHOULD OWN IT.** A person, not a role. "The manager" is how a finding survives intact to the next drill.
- **3 · WHAT ARTIFACT IS MISSING.** The provision, the policy, the credential list, the trained backup, the call list.
- **4 · SEVERITY.** What breaks if this exact question is tested next Tuesday rather than in ten years.

TRIAGING THE LOG

- **CRITICAL — the practice cannot operate.** Nobody can reach money, sign, or run payroll. Repaired with a bank visit and a named signature authority.
- **SERIOUS — it operates, someone is exposed.** An unfunded buyout, an interest nobody priced, coverage with no owner.
- **STALE — the answer exists and is out of date.** A face value sized to a buyout the practice outgrew; thresholds from a year that no longer governs. Route these to the annual audit (§12.13).

FOUR SOUNDS THAT ARE SILENCES

- **"The manager handles that."** A role, not a name — and the manager is in the room, silent.
- **"It's in the agreement."** Nobody can say what it says. An unfindable provision is not a control.
- **Two answers at once, differently.** Worse than silence: otherwise it is discovered at the bank.
- **A confident wrong answer.** The most expensive finding here, and the only one the room defends.

4 | FROM SILENCE TO FIX

The documents come out now · every silence maps to a provision, a policy or a trained person · none of it is adopted without counsel

THE SILENCE, AS THE SCRIBE LOGGED IT	WHAT IT ACTUALLY MEANS	THE REPAIR	WHERE IT LIVES
AUTHORITY · THE SILENCES THAT STOP THE PRACTICE ON DAY ONE			
“Nobody could name the second signer.”	The practice cannot bind itself, pay anyone, or answer a vendor until somebody outside it decides who may.	Name signature authority in the agreement — who may bind the practice contractually — with unauthorized signatures personally recoverable, since vendors do not read bylaws. Then confirm the name at the bank.	§12.2
“Only one person can run payroll.”	A single point of failure wearing the word “trusted.”	A trained backup for every critical function — someone who has run a cycle, not watched one. Information rights make the cross-training possible: no access to books, bank statements or the PM system may be restricted.	§12.2
“Nobody knew who runs the next meeting.”	The managing partner was a person rather than an office, so the role died with its occupant.	Make it an office: elected by majority vote to a two-to-three-year term, compensated with a stipend or protected time, bounded by the tier thresholds, removable by supermajority of the others.	§12.2.1
“What can we spend without a vote?”	Every decision becomes a partner meeting, in the month the partners have least attention to give one.	Three tiers with stated bands: to **$10,000** unilaterally, **$10,000 to $50,000** on five business days’ notice and objection, a vote above **$50,000** — indexed annually, so a threshold set a decade ago does not govern today.	§12.2
LIQUIDITY · THE SILENCES THAT PRICE THEMSELVES			
“Is there a policy? What is the face value?”	The buyout is a promise with nothing behind it, owed to a family already in the building.	Practice-owned term life on each partner, sized to the buyout obligation **plus replacement cost**: a **$400,000** buyout plus roughly **$150,000** of recruitment argues for **$500,000 to $600,000** per partner. Five- or 10-year term, not whole life, re-shopped at renewal against the current buyout value.	§12.6, §12.12.1
“The premium is a practice expense, isn’t it?”	A deducted premium is a tax problem arriving in the worst week of the partnership’s life.	The practice pays the premium **without deducting it** — the non-deductible premium is what keeps the death proceeds non-taxable — and the CPA confirms the treatment before the claim rather than at it.	§12.12.1
“How long does his salary run?”	The disability branch of the same question, and the one most rooms answer with a shrug.	A stated salary-continuation period — **30, 60 or 90 days** — drafted to end on the day the long-term disability policy begins to pay. Agreement, insurance and calendar drafted as one instrument.	§12.6.2, §12.12.1
“Nobody could price the interest.”	The four Ds arrive with a side already favored, and the negotiation starts at the hospital or the funeral.	Set the valuation formula before the event and review it against the annual valuation update. Insurance proceeds fund the buyout; five years is standard for large buyouts, under the aggregate annual buyout cap.	§12.6, Ch. 11
PEOPLE AND DECISIONS · THE SILENCES THAT SURFACE LATER			
“What does his estate own now?”	The room does not know whether it has just acquired a non-physician partner.	Mandatory buyout of the estate with automatic estate or spousal ownership prohibited, backed by spousal signatures taken at admission and the transfer prohibition.	§12.6
“Who was the successor?”	Succession failed on the calendar rather than the economics, which is how it usually fails.	Five years, not five months: formula signed and the structure made transferable at five years out; the successor tested and bought in at two to three; credentialing and patient communication in the final year.	§11.11
“Which partner can see what?”	Information asymmetry nobody designed and everybody tolerated.	Absolute information rights: every partner entitled to the monthly financial package, with no restriction on books, bank statements or the PM system.	§12.2
“Where is the current copy?”	An amendment nobody can produce did not happen — and an executed set with no address is one nobody finds at 7 a.m.	Log amendments with dates and custody, then give the executed set one address: the practice’s **“Doomsday” file** — named custodian, known location, a second person who has opened it, holding the agreement and amendment log, the policies and their face values, the signature authorities, the salary-continuation terms and the contacts.	§12.13

5 | THE FOUR-PILLAR DEBRIEF

Minutes 80 to 90 · score what the drill exposed, not how the room felt · architecture that exists before the emergency, or it does not exist

1 · PEOPLE

- **Who does the work** when the person who did it is gone?
- **Scored on** a named backup for every critical function, each of whom has done the task rather than observed it.
- **Drill evidence:** every question answered with a role instead of a name — 4, 6, 7, 10, 11.
- **Repair horizon:** a cross-training rotation, not an amendment. The one pillar the practice fixes by itself, in the week of the drill, without counsel or a broker.

2 · AUTHORITY

- **Who may bind the practice**, spend, sign and decide on a morning when nobody voted?
- **Scored on** named signature authority, stated dollar tiers, and an office that survives its occupant (§12.2, §12.2.1).
- **Drill evidence:** questions 1, 2, 3, 5 and 14 — access, signing, the pen, the bank, the next meeting.
- **Repair horizon:** one amendment and one bank visit — both cheap, both undone until a drill names them.

3 · LIQUIDITY

- **Where does the money come from** — for the estate or the redemption, the replacement, the next quarter?
- **Scored on** a policy the practice owns, a face value sized to buyout plus replacement cost, a premium paid without deduction, an annual cap (§12.12.1).
- **Drill evidence:** questions 12, 19 and 20 — whether the face value the room guessed matches the buyout it could not state.
- **Repair horizon:** one broker call and one CPA call, in that order.

4 · DECISIONS

- **Who decides what**, at what threshold, on what information?
- **Scored on** three tiers with stated thresholds, information rights no partner may restrict, and an amendment log with known custody (§12.2, §12.13).
- **Drill evidence:** questions 15, 16 and 18, plus every question two people answered differently.
- **Repair horizon:** the annual agreement audit — two hours, against the six-figure cost of any single provision failing live.

THE ONLY SCORE WORTH RECORDING. Count the questions the room answered with a name and a number: twenty-one questions, one integer, at the foot of the silence log with the date. Not a grade and comparable to no other practice — the one trend line continuity planning produces, and it means nothing until the drill runs a second time. **Then give every silence an owner and a due date before the room breaks up.** A finding that leaves without a name is one the next drill makes again, word for word.

6 | CADENCE & TRAPS

Re-run annually and after any partner change · evergreen by design — the drill does not expire; its answers go stale

WHEN TO RE-RUN IT

- **Annually**, calendared beside the annual agreement audit, so the drill supplies the audit’s agenda.
- **After any partner change** — admission, departure, retirement notice. A threshold that made sense at four partners means something different at six.
- **After the managing-partner office changes hands**, because the previous holder’s undocumented habits leave with them — and **after any amendment**, since the drill is how a practice learns whether the amendment reached the people it governs.
- **Change the premise each year.** This one carries two of the four Ds — death, and disability as the carrier defines it. Run a divorce filing next year, a divestiture after that.

THE TWO ANNUAL-AUDIT CHECKS

- **Face values against current values.** Life-insurance face values checked against current buyout values, disability policies against current triggers, guarantee releases confirmed.
- **Definitions against current triggers.** Cause, disability and retirement read identically across the partnership agreement and every physician employment contract — the two-document consistency rule.
- **Both sit inside the eight-step annual agreement audit**, which also re-signs the valuation and re-runs the seat math. Two hours, once a year.
- **The audit’s closing question is the drill’s too:** which provision would embarrass us if tomorrow’s event tested it? (§12.13)

WHAT THE DRILL IS NOT

- **Not a document review.** The binder is the Doomsday file’s job; the drill tests the room without it, then sets the agenda for the annual audit, CPA on the phone.
- **Not legal advice.** No advisor sits in the room, and none of section 4’s repairs is adopted without counsel and the practice’s own state law.
- **Not a performance review.** The scribe logs questions, not people, and the log never enters anyone’s file. Nobody is graded in a mock code either.
- **Not optional after a good year.** A practice that answered everything has proven the system works once, with these people, on this premise — which is exactly what a mock code proves, and exactly why it is repeated.

THREE TRAPS

- **“Everyone knows where things are.”** The sentence that describes a single point of failure out loud. Everyone knowing is not the same as anyone being able to — and the person who knows is the premise of the drill.
- **Insurance face values gone stale against current buyout values.** The policy was sized to a buyout the practice has since outgrown, so a funded promise quietly became a partly unfunded one. Face values are checked against current values every year and the term policy re-shopped at renewal — the drift is invisible until the claim (§12.12.1, §12.13).
- **The formula written after the event.** Disability, death, divorce and divestiture all arrive with emotion attached. Set the valuation formula before the stressful event; wait, and emotions get in the way of a fair deal for both sides — and the spousal acknowledgment a divorce trigger needs cannot be obtained once the divorce has started (Ch. 11, §12.6).

Sources: Pediatric Practice Management: The Fundamentals (Vanchiere), Chs. 11–12 · PMI governance dataset. General guidance only — not legal advice; agreement terms and state law govern. Prepared by Pediatric Management Institute.