

Understand your contract **BEFORE** you sign.

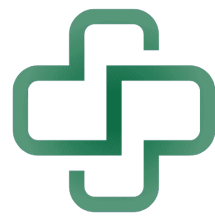
# ***Your Ultimate Tool***

# **Physician Employment Contract Checklist**

**DIY Contract Review**



92+ Questions You **NEED** To Answer



# Physician PROSPERITY

Hello Doctor,

This checklist covers all critical aspects of your contract, from compensation and benefits to restrictive covenants, helping you identify any potential issues or gaps. Use this checklist to ensure that the contract you are being offered clearly protects your best interests.

Carefully reviewing your contract is imperative to your future, as it directly impacts your professional satisfaction, financial stability, and work-life balance.

Review all of the documents you have received from your future employer. A letter of intent may not include any or all of these items and you may need to wait until you have the actual contract to ensure all of the areas are covered in the contract.

After completing the checklist, it's crucial to carefully evaluate how your contract aligns with your expectations and professional goals. You want to ensure that your employment agreement clearly covers any applicable sections before you sign.

We wish you nothing but success in your next role!

# CONTRACT CHECKLIST

These are the exact questions that we use to look at every physician employment agreement that we review. As you read through your contract, ask yourself if the issue is discussed, if it is important to you or if an issue is not mentioned at all. After going through the checklist, we give you a few paths with how you can move forward based on your findings.

COMPENSATION			
<b>Relocation Expenses</b>	<b>Yes</b>	<b>No</b>	<b>Not Clear</b>
Are any relocation expenses covered by the employer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
What specific relocation expenses are included (e.g., moving costs, temporary housing, travel)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
What documentation is required for reimbursement of relocation expenses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Salary Review</b>	<b>Yes</b>	<b>No</b>	<b>Not Clear</b>
How often is the salary reviewed and adjusted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
What criteria are used for salary reviews and raises (e.g., performance evaluations, cost-of-living adjustments)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there a guaranteed minimum raise or cost-of-living adjustment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Compensation Structure</b>	<b>Yes</b>	<b>No</b>	<b>Not Clear</b>
Is the overall compensation structure (base salary, incentives, bonuses) clearly outlined and transparent?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are there any additional compensation components (e.g., stipends, allowances)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How does the total compensation package compare to industry standards and benchmarks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Compensation for Non-Clinical Activity</b>	<b>Yes</b>	<b>No</b>	<b>Not Clear</b>
Are there provisions for additional compensation for extra duties or non-clinical work (e.g., on-call, administrative duties, committee work, teaching)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are these additional duties and corresponding compensation clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Clawback Provisions</b>	<b>Yes</b>	<b>No</b>	<b>Not Clear</b>
Are there any clawback provisions in case of overpayment or erroneous compensation calculations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## PRODUCTIVITY COMPENSATION

### Base Salary and Compensation Structure

Yes    No    Not Clear

Is the bulk of compensation based on a base salary?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Is it clearly stated how frequently the base salary is reviewed and adjusted?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Productivity Compensation Formula

Yes    No    Not Clear

Is the productivity compensation formula clearly outlined and understandable?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Does the formula align with industry standards and fair market value?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Metrics for Productivity

Yes    No    Not Clear

Is the productivity compensation based on billings, collections, wRVUs (work Relative Value Units), or another metric?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Are the metrics used for productivity fair and achievable?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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If productivity is measured on wRVUs, do you have a clear understanding on how they are calculated?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Thresholds and Targets

Yes    No    Not Clear

Are there specific productivity thresholds or targets that must be met?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

What happens if the thresholds or targets are not met?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Calculation and Payment

Yes    No    Not Clear

Is it clearly defined how frequently productivity compensation is calculated and paid (e.g., monthly, quarterly, annually)?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Adjustments and Changes

Yes    No    Not Clear

Are there provisions for adjustments to the productivity formula, and under what circumstances changes can be made?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Do you have the ability to confirm and review the numbers presented by the employer for bonus calculation?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Transparency and Reporting

Yes    No    Not Clear

Are detailed reports and supporting documentation provided to verify productivity and other bonus related metrics?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Benchmarking and Comparisons

Yes    No    Not Clear

Are productivity targets benchmarked against industry standards or peer group performance?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Is there an opportunity to review and compare individual productivity data with benchmarks?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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## BONUS COMPENSATION

### Retention Bonus

Yes No Not Clear

Is there a retention bonus provided after the first year of employment?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Sign-On Bonus

Yes No Not Clear

What are the terms and conditions for receiving the sign-on bonus (e.g., repayment if the contract is terminated early)?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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How and when is the sign-on bonus paid (e.g., lump sum, installments)?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Types of Bonuses

Yes No Not Clear

Are there any additional bonuses being offered (e.g., quality)?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Are the criteria and formulas for each type of bonus clearly outlined?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Cap on Bonuses

Yes No Not Clear

Is there a cap on the total amount of bonuses that can be earned?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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If so, do you know what the cap is, and how it is determined?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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## RESPONSIBILITIES & WORKING CONDITIONS

### Call Coverage

Yes No Not Clear

Does the call coverage provision contain either a specific schedule or state call coverage will be "equitably" allocated?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Is there compensation for call duties that exceed industry benchmarks?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Is there a limitation on the maximum amount of call (e.g., no more than 1:5)?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Work Hours

Yes No Not Clear

Are the expected work week hours clearly delineated in the contract?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Is there any additional compensation if you work beyond the expected hours?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Are there specific expectations for clinical versus administrative hours?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Conditions and Credentialing

Yes No Not Clear

Are there any conditions that could move the stated start date back?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Does the agreement automatically terminate or give the employer the ability to unilaterally terminate if hospital credentialing is delayed?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Is there a distinction between failure to be credentialed and denial of credentials?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Are you required to be credentialed only for major payors of the employer?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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## INSURANCE

### Health Insurance

Yes No Not Clear

Is health insurance provided for you acceptable?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Are dental and vision insurance included in the health insurance coverage?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Disability Insurance

Yes No Not Clear

Is it clearly defined how disability is defined for the purpose of disability pay?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Does the disability insurance policy define disability as the inability to work in the physician's "own occupation" rather than the inability to hold gainful employment?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Other Insurance Benefits

Yes No Not Clear

Is there life insurance coverage provided, and if so, what is the amount?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Are there any additional insurance benefits, such as long-term care insurance or critical illness insurance?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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## MALPRACTICE INSURANCE

### Type of Coverage

Yes No Not Clear

Is the malpractice insurance clearly defined as "claims-made" or "occurrence" based?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Coverage Amount

Does the malpractice insurance coverage that meets or exceed the greater of state-mandated minimums or the requirements of hospital staff you are required to join?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Do you know what the specific coverage limits are (e.g., per occurrence)?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Tail Coverage

Yes No Not Clear

Is tail coverage fully paid if the employer terminates you without cause?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Is tail coverage provided in the event of a change in law or force majeure event?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Is tail coverage provided in the event of your death or disability?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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If not fully paid, is tail partially paid based on the length of employment?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Reporting and Claims Handling

Yes No Not Clear

What are the procedures for reporting incidents or claims under the policy?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Are there specific timelines or protocols that must be followed to ensure coverage?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Additional Coverage

Yes No Not Clear

Is there any additional malpractice insurance coverage provided for specific activities (e.g., moonlighting, volunteer work)?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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## RESTRICTIVE COVENANTS

### Existence of Restrictive Covenants

**Yes**   **No**   **Not Clear**

Are there restrictive covenants included in the contract?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Time Restriction

**Yes**   **No**   **Not Clear**

Is the time restriction the lesser of the time worked for the employer or one year?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Geographic Area Restriction

**Yes**   **No**   **Not Clear**

Is the geographic area restriction no more than a 5-mile radius around your primary office location and not every location the employer has offices?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Scope of Restriction

**Yes**   **No**   **Not Clear**

Is the restriction based on the location of the physician's new office rather than the "practice of medicine" in the restricted area?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Are there clear definitions of what activities are restricted (e.g., practicing medicine, opening a new practice, working for a competitor)?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Facility Privileges

**Yes**   **No**   **Not Clear**

Does the restriction require you to surrender facility privileges if you leave employment?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Are there any exceptions or conditions under which facility privileges can be retained?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Non-Solicitation Clauses

**Yes**   **No**   **Not Clear**

If there is a prohibition against soliciting patients or employees from the old practice, do general media advertisements constitute an indirect solicitation?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Are the terms of the non-solicitation clause clearly defined and reasonable?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Conditions for Applicability

**Yes**   **No**   **Not Clear**

Does the restrictive covenant apply if the employer terminates without cause?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Does the restriction apply if the employer breaches its agreement?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Does the restriction apply if the agreement is terminated or modified because of a force majeure event or a change in law?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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### Buyout Options and Reductions

**Yes**   **No**   **Not Clear**

Is there an option to buy out of the restrictive covenants?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Are the terms and conditions for exercising a buyout option clearly defined?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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## TERMINATION

### For Cause Termination

	Yes	No	Not Clear
Do the grounds for termination for cause require an actual conviction (not an indictment or charge) for a crime, excluding traffic violations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do the grounds for termination for cause require an actual loss of hospital privileges, not a suspension for administrative reasons, such as untimely charting?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the determination that the physician's continued treatment of patients would endanger patient health have to be a reasonable determination made in good faith?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the determination that the employer is adversely affected by something you did have to be a reasonable determination made in good faith that material harm resulted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the right of the employer to terminate the agreement if you are excluded from a managed care company's panel of providers limited to payors that are material to the practice and only for quality of care issues?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If "for cause" termination of the agreement allows the employer a "cure" period, does it also allow you a "cure" period in reasonable circumstances?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Without Cause Termination

	Yes	No	Not Clear
Does the agreement contain a "without cause" termination provision (unless in the U.S. on a J-1 visa)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the notice period for without cause termination long enough for you to have adequate time to seek suitable replacement employment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are the notice periods for without cause termination the same for both you and the employer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Right to Terminate for Breach

	Yes	No	Not Clear
Do you have the right to terminate the agreement if the employer breaches the agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are there specific conditions or processes for you to terminate the contract due to the employer's breach?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Post-Termination Responsibilities

	Yes	No	Not Clear
Do you bear the expense of transferring records from the old employer for patients wanting to continue seeing you?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you have the right to free access to any medical records necessary to defend yourself in any legal action?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Congrats on making it this far! As you can see, there are a lot of elements that need to be considered for your employment contract. After completing this checklist, it's crucial to carefully evaluate how your contract aligns with your expectations and professional goals.

Don't settle for less than you deserve; ensure your contract reflects your worth and meets your needs. You don't want to discover that your colleagues are in a better position than you are once you start working with them.

If you have any questions or identify significant gaps in your employment contract, it's essential to seek a professional review before signing.

Physician Prosperity offers a proprietary and comprehensive ContractGuard MD Contract Analysis Report which provides a report that gives valuable insights and recommendations to ensure your contract is fair.

The ContractGuard MD report is designed for you to utilize it as a request for changes and start negotiating the finer details of your contract.

Don't rush into an agreement that could impact your career and personal life; take the time to understand every detail and negotiate for the terms that matter most to you.

Alternatively, an experienced physician contract review attorney can provide valuable insights and recommendations to ensure your contract is fair and comprehensive and even negotiate on your behalf.

Visit our website to get an ContractGuard MD or to access our tools and information to help you along your career path.

