

Physician Employment Contract: A Review Checklist

A plain-English guide for physicians, residents, fellows, and APPs. General information, not legal advice.

The offer letter says a number. The agreement says how that number is calculated, who pays for tail coverage when you leave, how quickly you can be let go without cause, and how far from the hospital you may practice afterward. Those terms move before you sign and rarely afterward. Check each one.

Compensation: the formula, not the salary

- ☐ How the base is set, how long it is guaranteed, and what happens when the guarantee ends.
- ☐ The wRVU or productivity threshold, the conversion factor, and who controls the data.
- ☐ Signing bonus, relocation, and loan repayment: the clawback amount and the forgiveness schedule.
- ☐ Quality and value-based bonus terms, and whether the targets are published or discretionary.

Tail coverage and malpractice

- ☐ Claims-made or occurrence policy, and who pays the tail if you leave, are let go, or retire.
- ☐ Whether the tail obligation shifts depending on who ends the agreement and why.

Termination, notice, and cause

- ☐ Without-cause notice period for each side (60, 90, 180 days) and what is paid during it.
- ☐ The cause definition, any cure period, and whether cause triggers repayment or forfeiture.
- ☐ What happens to your bonus, PTO, and CME funds at termination.

The non-compete and the buyout

- ☐ Radius, duration, and which sites count as the center point (every site you ever cover, or your primary one).
- ☐ Whether it applies if the employer terminates without cause, and whether a buyout is available.
- ☐ Non-solicitation of patients, referral sources, and staff.

Call, sites, duties, and who decides

- ☐ Call frequency in writing, and whether the employer can change it unilaterally.
- ☐ Practice locations, and whether you can be reassigned to another site or specialty.
- ☐ Outside activities, moonlighting, intellectual property, and expert work.

What to send for a review

The agreement and everything it references: the compensation plan, the benefits summary, the bylaws or policies it incorporates, and any separate restrictive covenant. Name the employer and the date you have been asked to sign by.

Holding the agreement now? A flat-fee written review is quoted before any work begins.

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