

Work through each section before signing any employment agreement.
Flag anything unclear — if a term is not defined precisely, it probably needs to be.

CONTRACT FUNDAMENTALS

- Parties named correctly, including full legal name of the employing entity
- Effective date and start date are consistent throughout the document
- Scope of services explicitly defined: specialty, location(s), patient population
- Verbal promises or understandings are reflected in writing
- Any exhibits or addenda referenced in the contract are actually attached

COMPENSATION

- Base salary clearly stated with payment frequency
- Bonus structure is objectively defined, not left as 'discretionary'
- Productivity metrics (wRVU targets, collections thresholds) are realistic for this setting
- Bonus payment timing specified: quarterly, annually, or upon hitting threshold
- Offer benchmarked against MGMA, AMGA, or comparable market data for specialty and region
- Signing bonus repayment terms understood: clawback period, prorated or full repayment
- Income guarantees, if any, defined with clear duration and terms

TERMINATION & RENEWAL

- Without-cause termination notice period is reasonable and symmetric for both parties
- Cause-based termination includes advance notice and a cure period
- Definition of 'cause' is specific, not left to employer's sole discretion
- Automatic renewal terms understood; key notice deadlines calendared
- Post-termination obligations (transition duties, patient notification) are reasonable
- Compensation and benefits during notice period are addressed

NON-COMPETE & RESTRICTIVE COVENANTS

- Non-compete geographic radius reviewed against actual local practice geography
- Duration is reasonable — one year or less is typical; longer warrants scrutiny
- Enforceability verified against current state law (varies significantly by jurisdiction)
- Non-solicitation scope understood: patients, employees, referral sources, or all three
- Carve-outs for existing patients documented if applicable
- Buyout provision exists, or its absence is noted and considered

MALPRACTICE INSURANCE

- Coverage type confirmed: occurrence-based or claims-made
- If claims-made: who pays tail coverage, and under what conditions
- Estimated tail coverage cost obtained — call the insurer; don't assume
- Coverage limits reviewed for adequacy given specialty and jurisdiction
- Tail obligation applies whether you leave voluntarily or are terminated — confirm

DUTIES, CALL & ADMINISTRATIVE LOAD

- Call frequency is specified, not left to 'as needed' or employer discretion
- Call compensation addressed or explicitly noted as included in base salary
- Administrative and committee duties quantified or time-bounded
- Ramp-up or guarantee period included if building a new patient panel
- Quality metrics defined with specific evaluation criteria, not vague standards
- Teaching, research, or outreach obligations (if any) included in schedule

CONFIDENTIALITY & INTELLECTUAL PROPERTY

- Confidentiality scope is reasonable; doesn't restrict federally protected communications
- IP assignment language reviewed for impact on outside writing, research, or CME content
- Outside employment or moonlighting restrictions understood
- Social media or public statement restrictions are reasonable in scope

RED FLAGS — PAUSE IF YOU SEE THESE

- Employer holds unilateral right to modify compensation, duties, or location
- Vague performance standards that could be used as pretextual grounds for termination
- Excessive financial penalties tied to early departure beyond standard repayment terms
- Insurance obligations placed on you that were never discussed during the offer stage
- Non-compete duration exceeds two years or geographic scope effectively prevents local practice
- Bonus described as 'discretionary' — this is not a real bonus structure
- No cure period before cause-based termination takes effect

This checklist is a reference tool, not legal advice. Have an attorney review your contract before signing.