

15 contract provisions that quietly cost you.

Data. Leverage. Fair pay.
Built for emergency physicians · 2026

The 15 provisions below are the ones most likely to cost emergency physicians money, mobility, or leverage. Read each item against your contract and mark whether it is present, missing, or unclear. A single CRITICAL finding warrants careful review before signing.

THE 15 RED FLAGS

4 CRITICAL · 5 HIGH · 6 MODERATE

01 | ■ CRITICAL

wRVU rate with no named benchmark

Flat dollar rate with no external benchmark gives the employer full discretion over future adjustments.

02 | ■ CRITICAL

No minimum shift or hours guarantee

Without a floor, the employer controls your income by controlling your schedule — no breach required.

03 | ■ CRITICAL

Termination without cause under 90 days

Short notice means little time to secure replacement income, credential elsewhere, or relocate.

04 | ■ CRITICAL

Claims-made malpractice, no tail commitment

If the contract doesn't specify who pays for tail coverage when you leave, that obligation defaults to you.

05 | ■ HIGH

Non-compete over 15 miles or 1 year

Broad restrictions on where you can practice after departure shift leverage to the employer.

06 | ■ HIGH

No written compensation schedule

Pay structure referenced via handbooks or policies can be modified unilaterally.

07 | ■ HIGH

Productivity bonus above median production

A threshold above what most physicians actually produce is structurally unreachable.

08 | ■ HIGH

Unilateral schedule modification rights

Employer-discretion language over shifts, sites, or hours strips your control over working life.

09 | ■ HIGH

APC supervision credit below 75%

You carry medicolegal risk for APCs; partial wRVU credit means you absorb liability without revenue.

10 | ■ MODERATE

No rate escalation clause

Without annual increases, real compensation declines every year you remain. A flat multi-year rate is a multi-year pay cut.

11 | ■ MODERATE

Sign-on clawback with no pro-ration

Full repayment regardless of tenure treats the bonus as a leash rather than compensation.

12 | ■ MODERATE

Billing data access restricted

If you can't review your own wRVU production and billing, you can't verify you're being paid correctly.

13 | ■ MODERATE

No settlement consent clause

Without consent-to-settle, the carrier can resolve a claim against you without your approval.

14 | ■ MODERATE

Restrictive moonlighting clause

Broad bans on outside clinical work cap earning potential without compensating for exclusivity.

15 | ■ MODERATE

No renewal notice requirement

Without a defined renewal window, you can be left without warning that the contract is ending.

NEXT STEP

Found a CRITICAL flag?

Run your contract through the Analyzer. Benchmark every term. Get a prioritized list.

clauseline.com/redflags ›