

15 contract provisions that quietly cost you.

Data. Leverage. Fair pay.

Built for hospitalists and nocturnists · 2026

The 15 provisions below are the ones most likely to cost hospitalists money, mobility, or leverage. Hospital medicine contracts pivot on shift commitments, census expectations, and nocturnist economics — 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

6 CRITICAL · 7 HIGH · 2 MODERATE

01 | ■ CRITICAL

No minimum shift or census guarantee

Without a floor on shifts or daily census, the employer controls your income by controlling assignments — earnings drop without breach.

02 | ■ CRITICAL

Nocturnist differential below market or missing

Median 2025 nocturnist differential runs roughly 15%; top quartile 20–25%. A missing or below-median differential is below market and underprices nights.

03 | ■ CRITICAL

Claims-made malpractice, no tail commitment

Silence leaves who pays unresolved. Ask for employer-paid tail in writing for resignation, termination and nonrenewal; confirm the policy terms.

04 | ■ CRITICAL

Termination without cause under 90 days

Hospital credentialing alone runs 90–120 days. A 30- or 60-day window leaves no time to credential, relocate, or negotiate the next contract from strength.

05 | ■ CRITICAL

wRVU rate with no named benchmark

Flat dollar-per-wRVU with no reference to 2025 national benchmarks gives the employer full discretion to call any rate market without contractual standard.

06 | ■ CRITICAL

Compensation model not clearly specified

If salary vs. shift-rate vs. wRVU vs. hybrid is ambiguous, the model can shift at renewal — a guaranteed base silently converting to production-only is the classic pattern.

07 | ■ HIGH

Ambiguous call coverage language

Specify in-house vs. remote, number of call days per year, per-call rate, and whether call is included in or additive to base. Ambiguity shifts unpaid work onto you.

08 | ■ HIGH

APP supervision credit below 75%

You carry medicolegal risk for the APPs you supervise. Receiving only partial wRVU credit means you absorb liability while the employer captures the revenue.

09 | ■ HIGH

Unilateral schedule modification rights

Language permitting employer discretion over block schedule, site assignment, or shift type strips your control over your working life and family planning.

10 | ■ HIGH

Bonus threshold not tested against your workload

Test the threshold against your credited production, workload and payout period. Model low, expected and high-production payouts before counting the bonus as income.

11 | ■ HIGH

Non-compete over 10 miles or 2 years

Hospital systems consolidate locally; an aggressive radius or duration can force relocation. Narrow scope and duration before signing.

12 | ■ HIGH

No written admission/discharge expectations

Daily census or admission caps that live only in policy can be raised unilaterally. Cap workload in the contract and tie above-cap volume to per-encounter pay.

13 | ■ HIGH

No rate escalation clause

Without annual increases tied to inflation or benchmark percentile, real compensation declines every year you remain. A flat multi-year rate is a multi-year pay cut.

14 | ■ MODERATE

Sign-on clawback with no pro-rata

Full repayment regardless of tenure treats the bonus as a leash rather than compensation. Negotiate pro-rata over 24 months and a waiver on without-cause termination.

15 | ■ MODERATE

Restrictive moonlighting clause

Broad bans on outside clinical work cap earning potential and remove income diversification. Restrict only true conflicts — same geography, same patient population.

NEXT STEP

Found a CRITICAL flag?

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

clauseline.com/redflags