

RED FLAG CHECKLIST · OB/GYN

15 contract provisions that quietly cost you.

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Built for obstetricians and gynecologists · 2026

OB/GYN contracts blend outpatient wRVUs, surgical fees, delivery compensation, and call burden into a single document. Missing or ambiguous terms in any one stream can cost six figures over the life of the contract — and subspecialty differentials are almost never offered unless you ask.

THE 15 RED FLAGS

5 CRITICAL · 7 HIGH · 3 MODERATE

01 | ■ CRITICAL

Delivery and surgical comp not separately specified

OB/GYN compensation runs across three streams: outpatient wRVUs, delivery fees, and surgical case mix. Collapsing them into a single rate lets the highest-revenue work cross-subsidize the lowest. Each stream needs its own rate or credit mechanism.

02 | ■ 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.

03 | ■ CRITICAL

Call burden uncapped or undefined

Specify call shifts per month, weekend/holiday rotation, in-house vs. home call, laborist backup availability, and per-call rate. Uncapped OB call is the single largest uncompensated-work exposure in all of obstetrics.

04 | ■ CRITICAL

wRVU rate with no named benchmark

A flat dollar-per-wRVU rate with no reference to 2025 national benchmarks gives the employer full discretion. General OB/GYN median comp/wRVU anchors the floor; MFM and GYN Oncology command materially higher rates — subspecialty differentials must be explicit.

05 | ■ CRITICAL

Termination without cause under 90 days

OB/GYN credentialing and payor enrollment run 90–120 days. A 30- or 60-day without-cause window leaves no time to credential elsewhere, transition obstetric patients, or replace income — particularly damaging mid-panel.

06 | ■ HIGH

No surgical assistant fee allocation

First-assistant and co-surgeon fees on hysterectomies, C-sections, and complex GYN cases generate meaningful revenue. Without a written split or per-case credit, those collections flow entirely to the employer.

07 | ■ HIGH

Subspecialty mix unilaterally assignable

Language permitting the employer to redistribute MFM consults, complex GYN, or surgical cases at discretion can convert your case mix into something materially less productive — without triggering any compensation adjustment.

08 | ■ 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.

09 | ■ HIGH

Non-compete over 15 miles or 2 years

OB/GYN groups consolidate at the hospital and ASC level. An aggressive radius can shut you out of an entire metro area for the restriction period. Continuity-of-pregnancy carve-outs are negotiable and worth pushing for explicitly.

10 | ■ HIGH

No nocturnist or laborist backup specified

If the contract doesn't specify which nights and weekends are covered by a laborist or shared backup, you may be solely responsible for 24/7 OB coverage. Quantify in-house vs. home call and backup availability before signing.

11 | ■ HIGH

Unilateral schedule modification rights

Employer-discretion language over clinic days, OR block, and call rotation strips control over working life — particularly damaging in OB/GYN where pregnancy continuity and patient relationships are built over months.

12 | ■ HIGH

No rate escalation clause

Without annual increases tied to inflation or a benchmark percentile, real compensation declines every year you remain. A flat multi-year rate on a \$400K+ contract is a six-figure multi-year pay cut in purchasing-power terms.

13 | ■ 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.

14 | ■ MODERATE

Parental leave not addressed in contract

Contracts silent on the physician's own parental leave — paid duration, wRVU credit during leave, locum coverage — default to the employee handbook, which the employer can change unilaterally. Lock the terms in the contract itself.

15 | ■ MODERATE

Restrictive moonlighting clause

Broad bans on outside clinical work, expert witness, or locum coverage cap earning potential. Restrict only true conflicts — same hospital, same patient population.

NEXT STEP

Found a CRITICAL flag?

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

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