Contract Decoder

Your contract, decoded

Podiatric Medicine and Surgery • Governed by Kansas

Sample: a made-up contract. The names and figures are fictional.

This is an educational breakdown, not legal advice. It explains what the contract says and how its terms compare to what is common in physician contracts. It does not tell you whether to sign, and it does not judge whether any clause is enforceable. For legal advice, consult a licensed attorney in your state.

Inside: Your Contract, Decoded; Worth a Closer Look; At a Glance; Pay vs Market; What's at Stake; Questions to Ask Before You Sign; Protections; The Full Breakdown; and What to Do Next.

YOUR CONTRACT, DECODED

This is a full employment agreement for a podiatric physician in Johnson County, Kansas, and the pay structure is the headline: there is no guaranteed salary at all - the $13,000/month is a fully recoupable advance against collections minus a 50% overhead allocation the employer can change at its sole discretion, and any unrecovered shortfall is repayable within 30 days of leaving for any reason. Other terms that lean against the physician include claims-made malpractice with the tail premium entirely on the physician no matter who ends the job, all DME/orthotic/diabetic-shoe revenue belonging to the employer with no credit toward collections, uncompensated call with schedule and surgical block time set unilaterally, and one-sided indemnification. The 12-mile/2-year non-compete does have a buyout, but it is priced at a full prior year of total compensation.

Governing law: Kansas | Primary work state: Kansas

WORTH A CLOSER LOOK

These parts of your contract are less favorable to you than most physician contracts. Each is marked by how much it could affect you:

HIGH	could cost you a large sum, limit where or how long you can work, make it hard to leave, or let the employer change a core part of the job on its own. Read these first.
MODERATE	clearly against you, but limited in cost or reach.
LOW	minor.

1 Non-Compete — HIGH

The covenant fires on termination 'for any reason,' including the employer ending or not renewing the job, and the buyout price equals a full prior year of your total compensation - a buyout exists, but at that price it is not a practical exit. Because the employer can add practice locations at will and the radius attaches to every facility you covered in your final year, the restricted footprint can grow during your employment

without your agreement.

2 Malpractice & Tail Coverage HIGH

The tail falls on you in every exit scenario - including the employer terminating you without cause or declining to renew - and the contract states no dollar cap or estimate of the premium, so the cost is unknown at signing. There is also no consent-to-settle provision, meaning the insurer and employer can settle a claim reported against you without your agreement, and settlements can be reportable to the National Practitioner Data Bank (a federal database credentialing committees check).

3 Compensation HIGH

Two mechanisms stack here: the draw is fully recoupable, so a slow ramp-up year can leave you owing the practice money, and the single variable that most determines whether you ever clear the draw - the 50% overhead allocation, plus the fee schedule - can be raised by the employer at any time without your agreement. Because podiatric DME and orthotics revenue is excluded from your collections entirely, work that generates real practice income does nothing for your pay.

4 Productivity & Incentive Pay HIGH

You carry the collections risk for work you have already done - denials, write-offs, and slow-paying payers reduce your pay, while the overhead percentage that is subtracted can be increased unilaterally. The contract gives you no stated right to audit or even receive the collection and overhead figures used in the quarterly reconciliation.

5 Call, Duties & Schedule HIGH

This is the clause that most directly controls your income, because compensation is 100% production-based: the employer sets clinic hours and surgical block time at its sole discretion and can change them at any time, while you cannot moonlight without consent - so the party that controls how much you can earn is not the party bearing the risk if you earn too little. Unlimited, uncompensated lower-extremity emergency call and open-ended location reassignment also make the job's day-to-day shape unpredictable.

6 Termination MODERATE

The mutual 90-day without-cause right is a genuine off-ramp, but 'conduct that Employer determines in good faith to be detrimental to the practice' is a subjective standard with no cure period, meaning the employer can convert an exit into an immediate for-cause termination at its own judgment - and in that scenario you still owe the Draw Deficit in 30 days, still owe the tail, and are still bound by the two-year, 12-mile non-compete.

7 Indemnification MODERATE

The obligation is one-way and unlimited; because you also pay for your own tail, a claim reported after you leave could leave you funding both the coverage and the employer's costs. Note too that an assumed contractual indemnity may sit outside the professional liability policy's coverage, since many policies exclude liability assumed under a contract.

8 Privileges & Due Process MODERATE

The link runs one way: losing privileges ends your job immediately, but nothing in the contract protects your privileges or your bylaws hearing rights if the employer ends the job - and 'suspension' (which can be temporary or administrative) is listed alongside loss as an immediate cause ground, with no cure period and no carve-out for a suspension that is later reversed.

+4 more marked Worse than most in the breakdown below.

Your contract also doesn't give you 16 common protections - see the Protections section below.

AT A GLANCE

Pay & Benefits	3 WORTH A LOOK
Risk & Liability	4 WORTH A LOOK
Restrictions & Confidentiality	2 WORTH A LOOK
Duties, Exit & Legal Terms	3 WORTH A LOOK
Protections	16 NOT PROTECTED

Each label compares your terms to what's common in physician contracts, not legal advice. Worth a look counts the terms that lean against you. Not protected counts protections your contract doesn't give you.

PAY VS MARKET

We don't publish a market range for Podiatric Medicine and Surgery. We only show one where we'd stand behind it as a number you could safely negotiate against, and in some fields compensation varies too much between practice settings, ownership arrangements, surgical volume, and region for a single national figure to tell you anything useful. The rest of this breakdown - the clauses, what's at stake, and the questions to ask - applies in full.

WHAT'S AT STAKE

The dollars these clauses put at risk, figured from the contract's own numbers.

NON-COMPETE

Buyout equals your prior 12 months of total compensation - at the $13,000/month draw level that is ~$156,000 to be released from the 12-mile, 2-year restriction.

COMPENSATION

Up to ~$39,000 per quarter and ~$156,000 over a full year - the $13,000/month draw is 100% recoupable, so draws not covered by collections-minus-overhead become a Draw Deficit repayable within 30 days of your last day.

TERMINATION

Any unrecovered Draw Deficit is due within 30 days of your last day - up to ~$156,000 based on a full year of the $13,000/month draw if collections never exceed the 50% overhead allocation.

QUESTIONS TO ASK BEFORE YOU SIGN

Questions your contract leaves open. Ask the employer, or your own attorney, before you sign.

1. The covenant runs two years and attaches to every office and facility I covered in my last twelve months - would it be limited to my primary Johnson County office only?
   Non-Compete
2. The buyout equals twelve months of total compensation - would the employer set that at a fixed, lower dollar figure, or waive the covenant entirely if it terminates me without cause or chooses not to renew?
   Non-Compete
3. Since Section 1.1 lets the employer add practice locations at any time, can the restricted area be frozen to the locations in effect when I sign?
   Non-Compete
4. Tail coverage is my cost on termination 'for any reason' - what is the current estimated tail premium for this policy, and would the employer cover it if it terminates me without cause or doesn't renew?
   Malpractice & Tail Coverage
5. Would the employer consider an occurrence-based policy, or a sliding scale where its share of the tail increases with each year I stay?
   Malpractice & Tail Coverage
6. Nothing addresses consent to settle - would I have a right to be consulted before a claim in my name is settled, given it may be reported to the NPDB?
   Malpractice & Tail Coverage
7. The $13,000/month draw is fully recoupable and the overhead allocation is 'set by Employer in its sole discretion' - would the employer fix the 50% figure and the fee schedule in the contract so it cannot be raised after I sign?
   Compensation
8. If the employer terminates me without cause during a slow first year, would the outstanding Draw Deficit still be repayable within 30 days, or would it be forgiven?
   Compensation
9. DME, orthotics, diabetic shoes, and bracing revenue is excluded from my collections - is there any version where that ancillary revenue is credited toward my Section 2.2 collections or shared?
   Compensation
10. Compensation is based on cash actually collected - what billing and collections reporting would I receive each quarter, and would I have a right to review or audit the figures behind the reconciliation?
    Productivity & Incentive Pay

11 The overhead allocation is 'currently' 50% but revisable at any time - how often has it changed historically, and would any increase require advance written notice?
Productivity & Incentive Pay

12 During credentialing and ramp-up, when collections lag the work by months, is there any period where the draw is not recouped?
Productivity & Incentive Pay

13 Surgical block time is set and modifiable at the employer's sole discretion, but my pay is entirely collections-based - would a minimum number of block days per month be written in?
Call, Duties & Schedule

14 What is the current call rotation frequency, and is there a cap on how often I would take diabetic-foot and lower-extremity emergency call given it is uncompensated?
Call, Duties & Schedule

15 Section 1.1 lets the employer add or change practice locations at any time - could the contract list the specific sites and set a mileage limit, with advance notice before any change?
Call, Duties & Schedule

16 'Conduct that Employer determines in good faith to be detrimental to the practice' has no definition and no cure period - would a 30-day written cure period apply to that ground and to material breach?
Termination

17 If the employer terminates without cause or declines to renew, is any outstanding Draw Deficit still due within 30 days of my last day?
Termination

18 During a 90-day without-cause notice period, is the $13,000 monthly draw still paid, and is it still recouped against collections?
Termination

19 The indemnity is one-way with no cap - would the employer make it mutual, so it covers claims arising from its own billing, staffing, or protocols?
Indemnification

20 Would the obligation be limited to amounts not already paid by the professional liability policy, and exclude ordinary negligence already insured?
Indemnification

21 Does the employer's malpractice carrier confirm that a contractual indemnity like this one is covered, or would it fall under a contractual-liability exclusion?
Indemnification

22 A 'suspension' of privileges is an immediate for-cause ground - would a temporary or administrative suspension that is later lifted still allow immediate termination?
Privileges & Due Process

23 If my employment ends, does that by itself end or require resignation of my privileges at the designated facilities, and could that generate a National Practitioner Data Bank report?
Privileges & Due Process

24 Would the contract confirm that any privileges action goes through the medical staff bylaws' fair-hearing process rather than being decided by the employer?
Privileges & Due Process

25 Does 'solicit' include treating a former patient who contacts me on their own without any advertising or outreach from me?
Non-Solicitation

26 Would the patient restriction be narrowed to patients I personally treated during my employment rather than every patient the practice serves?
Non-Solicitation

27 Would a general announcement of my new practice location, or a public listing, be considered solicitation under this clause?
Non-Solicitation

28 My compensation is conditioned on holding privileges at employer-designated facilities - if credentialing takes four to six months, is the draw still recouped against collections I couldn't yet generate?
Licensure & Credentialing

29 Would the employer cover the cost of the Kansas license, DEA registration, and the ABFAS qualification and certification examinations?
Licensure & Credentialing

30 What happens if I am board-qualified but not ABFAS-certified by year five - is that treated as a material breach or a termination ground?
Licensure & Credentialing

31 Section 1.2 binds me to policies 'as amended by Employer from time to time' while Section 10.2 makes those policies part of the agreement - may I see the current policy manual, and would the contract say policies cannot override its economic terms?
Governing Law & Legal Terms

32 If the practice is sold or merged, does the agreement transfer to the buyer with the non-compete intact, and would I have notice or any right to decline?
Governing Law & Legal Terms

33 Were any recruiting discussions about future partnership, ancillary income, or block time meant to be part of the deal, given Section 10.2 supersedes all prior oral representations?
Governing Law & Legal Terms

34 Long-term disability is expressly excluded - would the employer add an own-occupation LTD policy, or contribute toward one I buy myself?

Benefits

35 Are CME days counted against the four weeks of PTO, and does the $3,000 CME allowance also have to cover my Kansas license, DEA registration, and ABFAS examination fees?
Benefits

PROTECTIONS

Protections physicians commonly look for. A protection is missing when your contract says nothing about it, or says the opposite.

NOT PROTECTED

- Tail coverage addressed (and who pays)
  Tail is addressed, but Section 4.1 assigns the full cost to you on termination 'for any reason,' including an employer without-cause termination or non-renewal, with no cap or estimate given.
- Cure period before a for-cause termination
  Section 9.1 allows immediate termination for every cause ground, including 'material breach,' with no window to fix the problem.
- 'For cause' is narrowly defined
  Cause includes 'conduct that Employer determines in good faith to be detrimental to the practice' - a subjective standard the employer applies itself.
- Without-cause notice is guaranteed paid runway (no summary termination)
  Nothing guarantees pay through the notice period, and what you receive during it is the recoupable draw, not earned money you keep; the subjective cause ground also allows an immediate exit instead.
- Compensation method is clearly defined
  The formula is stated, but the two variables that determine your pay - the overhead allocation (currently 50%) and the fee schedule - can be revised by the employer at any time in its sole discretion.
- Productivity formula and $/wRVU rate are explicit
  There is no wRVU model; pay is net collections minus a discretionary overhead percentage, with no stated reporting or audit right.
- Guarantee is earned, not a recoupable advance
  The $13,000/month is expressly an advance, fully recoverable, with any unrecovered Draw Deficit repayable within 30 days of your last day.
- Compensation can't be cut at the employer's discretion
  Section 2.2 lets the employer revise the overhead-allocation percentage and the fee schedule at any time in its sole discretion.
- Signing-bonus clawback terms are spelled out
  No signing bonus is offered, so there is nothing to claw back.
- Long-term disability coverage
  Section 3.1 expressly states the employer does not provide long-term disability or life insurance; only short-term disability is included.
- PSLF-qualifying employer (501c3) or loan repayment
  No loan repayment is offered, and the employer is a professional corporation; the contract makes no PSLF representation.

- Right to independent professional judgment / patient advocacy
  No clause preserves your clinical judgment; Section 1.2 instead binds you to the employer's clinical protocols as it amends them.
- Privileges and due process protected on termination (no clean sweep without a hearing)
  Privileges are a condition of employment and compensation, and loss or suspension is an immediate cause ground, but nothing protects your privileges or fair-hearing rights when employment ends.
- Indemnification is mutual and limited (or absent)
  Section 11.1 runs only from you to the employer, with no cap, no mutual obligation, and no carve-out for amounts the malpractice policy covers.
- Partnership / buy-in path and cost are defined
  The contract says nothing about partnership, shareholder status, or ASC ownership, and the entire-agreement clause makes any verbal promise unenforceable.
- Terms survive a sale or change of control
  Section 10.3 gives the employer a one-way right to assign to any successor or affiliate; you have no consent right, notice right, or exit if ownership changes.

PROTECTED

- Employer must give notice to terminate without cause
- Physician can ALSO terminate without cause
- Non-compete geography and duration are limited
  Stated limits are 12 miles and two years, but measured from every office or facility where you worked in your final 12 months, and Section 1.1 lets the employer add locations.
- Non-compete has a buyout or carve-outs
  A buyout exists, priced at your prior 12 months of total compensation; there is no carve-out for an employer without-cause termination.

THE FULL BREAKDOWN

PAY & BENEFITS

Compensation HIGH

WORSE THAN MOST

WHAT THIS MEANS

This is how you actually get paid - a fixed salary, a share of what the practice collects for your work, or an advance ('draw') against future earnings. A true guarantee is money you keep; a draw is a loan against what you earn and can be taken back.

IN YOUR CONTRACT

You are paid a $13,000 per month draw, which the contract states in capital letters is an ADVANCE against earned compensation and is NOT a guaranteed or minimum salary. What you actually earn is the cash collected for your personally performed services (net of refunds and adjustments) minus an overhead allocation 'currently equal to fifty percent (50%)' of your gross collections - but the employer sets that overhead percentage and the fee schedule 'in its sole discretion' and may revise either 'at any time.' Billed-but-uncollected charges earn you

nothing. Every quarter, draws are reconciled against earnings within 45 days; if draws exceed earnings, the shortfall ('Draw Deficit') carries forward and is deducted from later quarters, and any unrecovered balance is repayable within 30 days after your last day of employment for any reason, with the employer authorized to offset it against final wages. All DME, custom orthotic, diabetic/therapeutic shoe, bracing, and CAM boot revenue belongs entirely to the employer, is not credited toward your collections, and you do not share in it.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate a true non-recoupable guarantee for the first 12-24 months, a fixed (not discretionary) overhead percentage written into the contract, forgiveness of any draw deficit if the employer terminates without cause, and a share of ancillary/DME and orthotics revenue or at least credit for it toward collections.

WORTH KNOWING

Two mechanisms stack here: the draw is fully recoupable, so a slow ramp-up year can leave you owing the practice money, and the single variable that most determines whether you ever clear the draw - the 50% overhead allocation, plus the fee schedule - can be raised by the employer at any time without your agreement. Because podiatric DME and orthotics revenue is excluded from your collections entirely, work that generates real practice income does nothing for your pay.

Productivity & Incentive Pay HIGH

WORSE THAN MOST

WHAT THIS MEANS

Productivity pay ties your income to how much work you generate - often wRVUs (work relative value units, a standard measure of physician effort) or a share of collections. The basis matters enormously: pay on what is COLLECTED means insurer denials and slow payers come out of your pocket.

IN YOUR CONTRACT

There is no wRVU formula. Your entire earned compensation is production-based: net collections for your personally performed services minus an overhead allocation currently at 50% of gross collections. The contract says charges that are billed but not collected generate no earned compensation. The employer controls the fee schedule and the overhead percentage and may revise both at any time at its sole discretion. Ancillary revenue (DME, orthotics, diabetic shoes, bracing, CAM boots) is excluded from the collections calculation.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate a fixed overhead percentage, a collections-based floor or guarantee during credentialing and ramp-up, credit for ancillary/DME revenue, and a right to see the billing and collections reports behind the calculation.

WORTH KNOWING

You carry the collections risk for work you have already done - denials, write-offs, and slow-paying payers reduce your pay, while the overhead percentage that is subtracted can be increased unilaterally. The contract gives you no stated right to audit or even receive the collection and overhead figures used in the quarterly reconciliation.

Signing Bonus

NOT IN YOUR CONTRACT

WHAT THIS MEANS

A signing bonus is money paid up front for joining. It is often structured as a forgivable loan that is written off over several years, so leaving early means repaying the unforgiven balance - and the forgiven portion is usually taxable income to you.

Not addressed in this contract.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate a signing bonus paid at the start date, a short forgiveness schedule, and language forgiving the balance if the employer terminates without cause.

WORTH KNOWING

The contract says nothing about a signing bonus, so none is promised.

Relocation

NOT IN YOUR CONTRACT

WHAT THIS MEANS

Relocation assistance reimburses your moving costs, usually with a clawback requiring repayment if you leave within a set number of years.

Not addressed in this contract.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate a stated relocation allowance paid directly to the mover and a clawback that lapses after one or two years.

WORTH KNOWING

The contract is silent on relocation, so no moving expenses are covered.

Loan Repayment & PSLF

NOT IN YOUR CONTRACT

WHAT THIS MEANS

Some employers pay down student loans directly. Separately, working for a 501(c)(3) nonprofit can qualify you for Public Service Loan Forgiveness (PSLF), which forgives federal loans after 120 qualifying payments - private practices generally do not qualify.

Not addressed in this contract.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate an annual loan-repayment stipend, and they confirm in writing whether the employer's tax status supports PSLF.

WORTH KNOWING

The contract says nothing about loan repayment or PSLF; the employer is a Kansas professional corporation, and the agreement makes no representation about nonprofit status.

Benefits LOW

WORSE THAN MOST

WHAT THIS MEANS

Benefits cover health insurance, retirement contributions, paid time off, CME (continuing medical education) money and days, and disability and life insurance. Long-term disability matters most for a surgeon - it replaces income if you can no longer operate.

IN YOUR CONTRACT

You are eligible for group health insurance, a 401(k) with a match per the plan's terms, four (4) weeks of paid time off per year, and up to $3,000 per year in CME reimbursement. The employer provides short-term disability. The contract expressly states the employer does NOT provide long-term disability or life insurance, and that you may buy such coverage at your own expense.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate employer-paid long-term disability (often with an 'own-occupation' definition, which pays if you can't do your own specialty), a larger CME allowance, and separate CME days that don't come out of PTO.

WORTH KNOWING

The explicit exclusion of long-term disability is the notable gap for a surgical podiatrist whose income depends on hand and physical function; the contract also doesn't say whether CME days are separate from the four weeks of PTO, or whether your license, DEA, and ABFAS fees come out of the $3,000.

RISK & LIABILITY

Malpractice & Tail Coverage HIGH

WORSE THAN MOST

WHAT THIS MEANS

Malpractice insurance comes in two flavors. 'Occurrence' covers any incident that happened while you were insured, forever. 'Claims-made' only covers claims filed while the policy is active - so when you leave, you need 'tail' coverage (an extended reporting endorsement) to stay protected for past care, and tail premiums are typically a large one-time cost.

IN YOUR CONTRACT

The employer provides claims-made coverage at $1,000,000 per claim / $3,000,000 aggregate. Upon termination 'for any reason,' you are responsible for obtaining and paying the full cost of tail coverage for your prior acts. Section 9.3 confirms the tail obligation survives termination. The contract says nothing about consent to settle a claim.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate for the employer to pay the tail, or at least to pay it when the employer terminates without cause or when the physician completes the initial term, and some negotiate a sliding scale where the employer's share grows with years of service.

WORTH KNOWING

The tail falls on you in every exit scenario - including the employer terminating you without cause or declining to renew - and the contract states no dollar cap or estimate of the premium, so the cost is unknown at signing. There is also no consent-to-settle provision, meaning the insurer and employer can settle a claim reported against you without your agreement, and settlements can be reportable to the National Practitioner Data Bank (a federal database credentialing committees check).

Licensure & Credentialing MODERATE WORSE THAN MOST

WHAT THIS MEANS

This covers your state license, DEA registration, board certification, and hospital credentialing - who obtains them, who pays, and what happens if credentialing is delayed. For podiatry, board status usually means ABFAS (foot and ankle surgery) or ABPM (podiatric medicine).

IN YOUR CONTRACT

You must obtain and maintain, at your own expense, an unrestricted Kansas podiatric medical license and a DEA registration. You must become board-qualified and, within five (5) years, board-certified by ABFAS. Your employment and compensation are conditioned on obtaining and maintaining medical-staff membership and clinical privileges at the facilities the employer designates.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate employer payment of license, DEA, and board examination fees, and a guaranteed base or protected pay period while hospital credentialing is pending (which routinely takes 90-180 days).

WORTH KNOWING

Because pay is entirely collections-based, the clause conditioning 'compensation' on holding privileges compounds the credentialing-delay problem: you can be employed and drawing a recoupable advance while unable to generate the surgical collections that pay it back. Loss of privileges is also an immediate for-cause termination ground under Section 9.1.

Indemnification MODERATE WORSE THAN MOST

WHAT THIS MEANS

Indemnification means one party promises to cover the other's losses. If only you promise, you are personally on the hook for the employer's costs - and a promise to pay someone else's liability by contract can fall outside what a malpractice policy covers, because policies often exclude 'contractual liability' you voluntarily assumed.

IN YOUR CONTRACT

You indemnify and hold the employer harmless from any claim, loss, or liability arising out of your acts or omissions in providing professional services. The employer gives you no matching indemnity. There is no dollar cap, no carve-out for amounts already covered by the malpractice policy, no exclusion for the employer's own negligence, and no limit to losses caused by your gross negligence or willful misconduct.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate making the obligation mutual, capping it at amounts not covered by the professional liability policy, and excluding claims arising from the employer's own acts, billing decisions, staffing, or protocols.

WORTH KNOWING

The obligation is one-way and unlimited; because you also pay for your own tail, a claim reported after you leave could leave you funding both the coverage and the employer's costs. Note too that an assumed contractual indemnity may sit outside the professional liability policy's coverage, since many policies exclude liability assumed under a contract.

Privileges & Due Process MODERATE WORSE THAN MOST

WHAT THIS MEANS

Hospital privileges let you admit and operate. Some contracts tie privileges to employment ('clean sweep'), so losing the job strips the privileges, and some ask you to waive the medical-staff fair-hearing rights that normally let you contest a privileges action. Privileges actions can be reportable to the National Practitioner Data Bank, which follows you for your career.

IN YOUR CONTRACT

Section 5.1 conditions your employment and your compensation on obtaining and maintaining medical-staff membership and clinical privileges at the facilities the employer designates, and Section 9.1 makes loss or suspension of privileges an immediate for-cause termination ground. The contract says nothing about what happens to your privileges when employment ends, and nothing preserving (or waiving) your medical-staff fair-hearing rights.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate language confirming that employment termination does not itself trigger a privileges resignation or an NPDB report, that any privileges action follows the medical staff bylaws' fair-hearing process, and that a mere suspension pending investigation is not an automatic for-cause ground.

WORTH KNOWING

The link runs one way: losing privileges ends your job immediately, but nothing in the contract protects your privileges or your bylaws hearing rights if the employer ends the job - and 'suspension' (which can be temporary or administrative) is listed alongside loss as an immediate cause ground, with no cure period and no carve-out for a suspension that is later reversed.

Regulatory Compliance STANDARD

WHAT THIS MEANS

These clauses commit you to the fraud-and-abuse rules - the Anti-Kickback Statute and the Stark Law, which restrict payments tied to referrals - and often make exclusion from Medicare or Medicaid an automatic termination event. They generally protect you by keeping the arrangement lawful.

IN YOUR CONTRACT

You must comply with all applicable laws, including the federal Anti-Kickback Statute and the Stark Law, and exclusion or debarment from any federal health care program results in immediate termination (also listed as a for-cause ground in Section 9.1). The contract does not include the usual representations that your compensation is fair market value, commercially reasonable, and not determined by the volume or value of your referrals.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate the addition of fair-market-value and not-tied-to-referrals representations, and notice-and-opportunity language before an exclusion-based termination takes effect.

WORTH KNOWING

The compliance obligations run to you while the standard fair-market-value and commercial-reasonableness representations that normally appear on the employer's side are absent - relevant here because in-office dispensing of DME, orthotics, and diabetic shoes is an area regulators watch, and that revenue is kept entirely by the employer.

RESTRICTIONS & CONFIDENTIALITY

Non-Compete HIGH

WORSE THAN MOST

WHAT THIS MEANS

A non-compete restricts where you can practice after you leave, usually measured in miles from your work locations and lasting a set number of years. A 'buyout' lets you pay a stated price to be released from it. This tool describes the terms only and does not assess whether a court would enforce them.

IN YOUR CONTRACT

For two (2) years after termination for ANY reason, you cannot provide podiatric medical or surgical services within twelve (12) miles of any office or facility where you provided services during your last twelve (12) months of employment. You may buy out the covenant by paying the employer an amount equal to your prior twelve (12) months of total compensation. Note that Section 1.1 lets the employer add or change your practice locations during the term, which can expand the set of locations the 12-mile radius is measured from.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate the radius down, the duration to one year, the measurement limited to their single primary office rather than every facility they covered, a buyout priced at a fixed dollar amount or a fraction of a year's pay, and language making the covenant lapse if the employer terminates without cause.

WORTH KNOWING

The covenant fires on termination 'for any reason,' including the employer ending or not renewing the job, and the buyout price equals a full prior year of your total compensation - a buyout exists, but at that price it is not a practical exit. Because the employer can add practice locations at will and the radius attaches to every facility you covered in your final year, the restricted footprint can grow during your employment without your agreement.

Non-Solicitation MODERATE WORSE THAN MOST

WHAT THIS MEANS

A non-solicit stops you from recruiting the employer's patients or staff after you leave. The key question is whether it only bars active recruiting, or also bars you from treating a patient who finds you on their own.

IN YOUR CONTRACT

For two (2) years after termination you may not solicit any patient served by Employer, or any employee or contractor of Employer. The restriction covers all of the employer's patients, not only those you personally treated, and the contract does not define what counts as 'solicit' or carve out patients who seek you out on their own.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate the patient restriction down to patients they personally treated, a carve-out permitting treatment of patients who contact them without inducement, and limiting the employee piece to people they actually worked with or supervised.

WORTH KNOWING

Because 'solicit' is undefined and the clause reaches every patient the practice serves, a former patient who simply follows you could become a dispute; the two-year term runs alongside the two-year non-compete.

Confidentiality STANDARD

WHAT THIS MEANS

A confidentiality clause bars you from using or disclosing the employer's business information - fee schedules, patient lists, referral sources, financials. It usually continues after you leave.

IN YOUR CONTRACT

You must hold the employer's confidential and proprietary information in confidence during and after employment. The clause survives termination under Section 9.3. The contract does not define what information counts as confidential, does not state an end date, and contains no carve-out for information that becomes public or that you already knew.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate a definition of confidential information, standard carve-outs for publicly available information and for disclosures required by law or whistleblower protections, and confirmation that they may take their own patient records as permitted by law.

WORTH KNOWING

Perpetual, undefined confidentiality is common, but the absence of a definition means there is no clear line between the practice's business information and your own general professional knowledge.

Outside Activities & Moonlighting STANDARD

WHAT THIS MEANS

This governs whether you may earn money outside the job - locums shifts, moonlighting, expert witness work, medical directorships. Some contracts also claim ownership of anything you invent or create.

IN YOUR CONTRACT

You may not practice podiatric medicine outside this Agreement, including locum tenens or moonlighting, without the employer's prior written consent. The clause survives termination under Section 9.3. The contract says nothing about intellectual property or inventions, and nothing about non-clinical outside work such as teaching or expert witness activity.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate that consent will not be unreasonably withheld, and carve-outs for teaching, expert witness work, and occasional non-competing locums.

WORTH KNOWING

Consent is entirely at the employer's option - there is no standard that it be reasonable or a timeline for a response - which matters more than usual here because your pay is production-based and you cannot supplement income elsewhere without permission. It is also unusual that this restriction is listed as surviving termination.

DUTIES, EXIT & LEGAL TERMS

Call, Duties & Schedule HIGH WORSE THAN MOST

WHAT THIS MEANS

This covers your clinic schedule, where you work, how often you take call, and whether call is paid separately. For a surgical podiatrist, surgical block time is the engine of production - who controls it controls your income.

IN YOUR CONTRACT

You take part in the diabetic-foot and lower-extremity emergency call rotation shared among the employer's podiatric physicians, and call is NOT separately compensated. The employer determines your clinic schedule and your surgical block time and 'may modify them at any time in its sole discretion.' Under Section 1.1 you work at the employer's offices and at hospitals, surgery centers, and wound-care facilities the employer designates, must perform 'such other duties as Employer may assign from time to time,' and the employer may add or change your practice locations during the term. There is no stated call frequency cap, no limit on the number or distance of locations, and no minimum guaranteed block time.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate a stated call frequency (for example 1-in-4) or a cap, separate pay or time off for call, a minimum number of guaranteed surgical block days per month, a defined set of practice sites with a mileage limit, and advance notice before a schedule or site change.

WORTH KNOWING

This is the clause that most directly controls your income, because compensation is 100% production-based: the employer sets clinic hours and surgical block time at its sole discretion and can change them at any time, while

you cannot moonlight without consent - so the party that controls how much you can earn is not the party bearing the risk if you earn too little. Unlimited, uncompensated lower-extremity emergency call and open-ended location reassignment also make the job's day-to-day shape unpredictable.

Termination MODERATE WORSE THAN MOST

WHAT THIS MEANS

This sets how the job ends: a without-cause exit with notice, and a for-cause exit that can be immediate. A 'cure period' is a window to fix a problem before you can be fired for it. Watch for money that becomes due when you leave.

IN YOUR CONTRACT

The initial term is two (2) years and then renews automatically for successive one-year terms unless either party gives written notice of non-renewal at least 90 days before the end of the current term. Either party may terminate without cause on ninety (90) days' prior written notice. The employer may terminate immediately for cause, including loss or suspension of license, DEA, or privileges; federal health care program exclusion; 'conduct that Employer determines in good faith to be detrimental to the practice'; or material breach. There is no cure period for any cause ground. On termination for any reason, any outstanding Draw Deficit is repayable within 30 days and the employer may offset it against your final wages; the tail obligation and the restrictive covenants also survive.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate a 30-day written cure period for curable cause grounds (especially 'material breach' and any performance-based standard), removal or tightening of subjective 'detrimental conduct' language, and forgiveness of repayment obligations when the employer terminates without cause.

WORTH KNOWING

The mutual 90-day without-cause right is a genuine off-ramp, but 'conduct that Employer determines in good faith to be detrimental to the practice' is a subjective standard with no cure period, meaning the employer can convert an exit into an immediate for-cause termination at its own judgment - and in that scenario you still owe the Draw Deficit in 30 days, still owe the tail, and are still bound by the two-year, 12-mile non-compete.

Partnership & Buy-In NOT IN YOUR CONTRACT

WHAT THIS MEANS

In a private practice, a partnership track describes when and how you can become an owner, what the buy-in costs, and how the price is calculated. Podiatric practices sometimes also offer an investment opportunity in an ambulatory surgery center (ASC), which can be a significant income source.

Not addressed in this contract.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate a written timeline to partnership eligibility, a stated valuation formula or cap on the buy-in price, and clarity on whether any ASC or real-estate ownership is part of the offer.

WORTH KNOWING

The contract is silent on partnership, shareholder status, and any ASC ownership, so nothing about ownership is promised - and the entire-agreement clause in Section 10.2 means any verbal promise of a future partnership track is not binding.

Governing Law & Legal Terms MODERATE WORSE THAN MOST

WHAT THIS MEANS

These housekeeping clauses decide which state's law applies, whether the contract can be handed to a new owner, and whether anything said during recruiting still counts. An 'entire agreement' clause wipes out verbal promises; 'incorporation by reference' makes outside documents binding on you.

IN YOUR CONTRACT

Kansas law governs, and your primary practice location is the employer's offices in Johnson County, Kansas. Section 10.2 states that this Agreement 'together with Employer's policies referenced herein' is the entire agreement and supersedes all prior discussions and representations, oral or written; amendments require a writing signed by both parties. However, Section 1.2 requires you to comply with all of the employer's policies and clinical protocols 'as amended by Employer from time to time.' Section 10.3 lets the employer assign the Agreement to any successor or affiliate. There is no arbitration clause and no jury-trial waiver.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate that policies cannot be amended in a way that conflicts with or reduces the contract's economic terms, advance notice of policy changes, a copy of the handbook before signing, and a consent right (or at least notice) on assignment to a new owner.

WORTH KNOWING

The policies are made part of the binding agreement but can be rewritten by the employer alone, so a document you have not seen - and that can change after you sign - carries contractual force even though formal amendments otherwise require both signatures. Combined with the employer's unilateral control over the overhead percentage and fee schedule, several terms that determine your pay and obligations can move without your consent, and the entire-agreement clause means any recruiting promises not written into this document do not survive.

WHAT TO DO NEXT

1. Take the flagged terms above back to the employer and ask whether they're open to adjusting them.
2. Ask about the 16 protections your contract doesn't give you: Tail coverage addressed (and who pays); Cure period before a for-cause termination. Anything your contract doesn't protect in writing is left up to the employer, not you.
3. Have a licensed attorney in your state review the agreement before you sign, especially the non-compete and malpractice & tail coverage terms.

This is an educational summary, not legal advice.