Contract Decoder

Your contract, decoded

Internal Medicine • Governed by Ohio • Base $295,000

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

A well-drafted employed internal medicine position with a real, non-recoupable $295,000 base for the first 24 months, strong benefits, $36,000 in non-repayable loan assistance, 501(c)(3)/PSLF certification, and mutual indemnification. The parts most worth a close read are what happens after month 24 - pay shifts entirely to an employer compensation plan the employer may amend in its sole discretion - plus the uncapped, unpaid extra coverage the Medical Director can assign under Exhibit C.3, the automatic loss of hospital privileges with an express waiver of fair-hearing rights, and the tail-coverage split that leaves you paying if you resign before year five.

Governing law: Ohio | Primary work state: Ohio

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 Compensation — HIGH

The first two years are genuinely protective - the base is explicitly earned and non-recoupable, which is better than many offers. The lean comes from A.4: year three and every renewal year are governed by a plan the employer alone writes and rewrites, and Section 13.5 carves A.4 out of the rule that amendments need both signatures, so your pay can change after signing without your agreement.

2 Privileges & Due Process HIGH

The clause pairs an automatic privileges termination with an express waiver of bylaw hearing rights, and nothing states how such a termination is characterized or reported - meanwhile Section 7.4(d) makes a privileges problem an immediate for-cause firing with no cure period, so a single adverse privileges event can end both the job and the privileges with no process attached.

3 Call, Duties & Schedule HIGH

Exhibit C.3 is the mechanism: the baseline call (1 in 5 weeks, one Saturday a month) is reasonable, but the extra coverage layered on top has no ceiling in hours or sessions and is unpaid, and nothing in Exhibit A or the post-guarantee Plan is tied to it - so a run of vacancies could enlarge your workload indefinitely without changing your pay.

4 Non-Compete MODERATE

The carve-outs are genuinely meaningful - the covenant disappears entirely if Employer ends the relationship, and hospitalist and government work stay open - but on an ordinary resignation it still binds you for two years with no buyout, and the radius floats to include any satellite site you covered roughly monthly.

5 Malpractice & Tail Coverage MODERATE

The exits most likely in your first few years - resigning to move or take another job before year five - leave the full tail premium on you, and the contract never states what that premium would be. Note also that Section 7.5 (your termination for cause, i.e. because Employer materially breached) is not on the list of employer-paid triggers, so on its face you would owe the tail even when Employer is the one who breached.

6 Termination MODERATE

The exit machinery is otherwise solid - the cause list is specific rather than vague, both sides get 30-day cure rights, and Section 7.6 makes the notice period genuinely paid runway rather than something Employer can cut short. The lean is the one-sided structure: double the notice from you (180 vs 90 days) plus a $20,000 daily-rate penalty that applies only to you.

7 Productivity & Incentive Pay MODERATE

The mechanics here are physician-friendly - performed (not collected) basis, proration for leave, and payment on an early exit. The lean is the 5,900 wRVU threshold itself, which sits meaningfully above the median annual production reported for full-time internists, so a new attending building a panel may produce nothing above it in the first year or two - the only years this incentive exists.

8 Signing Bonus MODERATE

'For any reason' means the repayment is triggered even if Employer terminates you without cause under Section 7.2 or gives notice of non-renewal - situations you do not control - while the tail and non-compete clauses both carve those same exits out in your favor.

Your contract also doesn't give you 3 common protections - see the Protections section below.

AT A GLANCE

Pay & Benefits	3 WORTH A LOOK
Risk & Liability	2 WORTH A LOOK
Restrictions & Confidentiality	1 WORTH A LOOK
Duties, Exit & Legal Terms	2 WORTH A LOOK
Protections	3 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

Your guaranteed base **$295,000**

Average total pay (all bonuses included), Internal Medicine **about $307,000**

Bars compare your guaranteed base to the market's average total pay. Within 5% counts as on par.

Your guaranteed base of $295,000 is on par with the market's average TOTAL compensation for Internal Medicine (about $307,000, which itself includes productivity bonuses) - a strong guaranteed floor, with any production bonus paid on top. This is a national average; actual pay varies by region and local market.

Source: Medscape 2026 (via Becker's); Doximity 2026 (fetched 2026-10-09); SalaryDr 2026 (pull date not recorded); AMN Healthcare / Merritt Hawkins 2024. A comparison to market data, not advice.

WHAT'S AT STAKE

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

TERMINATION

Up to $20,000 - liquidated damages of $250 per day for notice short of the required 180 days, capped at $20,000.

SIGNING BONUS

Up to $30,000 - the signing bonus forgives 1/36 per month, so leaving at 12 months leaves ~$20,000 repayable within 30 days, and leaving at 24 months leaves ~$10,000.

RELOCATION

Up to $12,000 - prorated over 24 months, so resigning without cause at month 12 would mean repaying ~$6,000.

QUESTIONS TO ASK BEFORE YOU SIGN

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

1. Exhibit A.4 lets Employer amend or replace the Compensation Plan in its sole discretion after month 24 - is there a floor, or a formula, that my pay cannot drop below in year three?
   Compensation
2. If the Plan handed to me 60 days before the Guarantee Period ends sets compensation well below $295,000, what options do I have other than giving 180 days' notice under Section 7.2?
   Compensation
3. Can I see the Compensation Plan that is in effect today, so I know what structure I would most likely be moving into?
   Compensation
4. If my privileges terminate automatically under Section 11.2 when employment ends, how will that be characterized in any NPDB report or future credentialing query?
   Privileges & Due Process
5. Does the waiver in Section 11.2 extend to a privileges action taken for clinical or professional reasons, or only to the automatic termination that follows the end of employment?
   Privileges & Due Process
6. Section 7.4(d) allows immediate for-cause termination on a suspension of privileges lasting more than 30 days - would a precautionary suspension during an unresolved investigation count?
   Privileges & Due Process
7. Exhibit C.3 says additional coverage has no maximum hours and is not separately compensated - could an annual cap on those extra sessions be written in?
   Call, Duties & Schedule
8. In practice, how many extra sessions beyond the 9-per-week baseline and 1-in-5 call have the north region internists been assigned in the past two years?
   Call, Duties & Schedule
9. If my Primary Practice Site is moved up to 25 miles from the Hospital on 60 days' notice, does anything in the agreement adjust compensation or require my consent?
   Call, Duties & Schedule
10. There is no buyout figure in Section 8.2 - would Employer agree to a stated dollar amount that releases me from the covenant if I resign?
    Non-Compete
11. Because the Restricted Area expands to any Employer Location I covered about one day a month, which specific locations would that cover today, and how far do those 15-mile circles reach?
    Non-Compete

12 Would Employer shorten the 24-month Restricted Period, given that the covenant already lapses entirely if Employer ends the relationship?
Non-Compete

13 Section 6.2 lists three employer-paid triggers but omits my termination for cause under Section 7.5 - would Employer pay the tail if I leave because Employer failed to cure a material breach?
Malpractice & Tail Coverage

14 What would a tail endorsement for an internist under this program actually cost today, so I can size the exposure if I resign before the fifth anniversary?
Malpractice & Tail Coverage

15 Since Employer's self-insurance program may not issue a conventional endorsement, how is 'tail coverage' priced and documented if I need to buy it?
Malpractice & Tail Coverage

16 Section 7.2 requires 180 days from me but only 90 from Employer, with a $250/day penalty up to $20,000 on my side only - would Employer equalize the notice periods?
Termination

17 If Employer terminates me without cause on 90 days' notice, Exhibit D still makes the unearned signing bonus repayable - would those two provisions be reconciled?
Termination

18 Section 7.4(d) makes a 30-day privileges suspension an immediate for-cause ground with no cure period - would an investigation that has not concluded trigger that?
Termination

19 What have the full-time internists at the Quarry Hollow Road clinic actually produced in wRVUs over the last two years, relative to the 5,900 threshold?
Productivity & Incentive Pay

20 Since a brand-new panel takes time to fill, would the 5,900 threshold be reduced for the first Contract Year?
Productivity & Incentive Pay

21 The Quality Incentive measures are set by Employer's committee within 30 days after each year starts - what were last year's targets, and what percentage of internists earned the full $12,000?
Productivity & Incentive Pay

22 The $30,000 bonus is repayable if employment ends 'for any reason' before year three - would that repayment be waived if Employer terminates without cause or gives notice of non-renewal?
Signing Bonus

23 If I leave at month 18, I would owe roughly $15,000 within 30 days - is there any installment option, or does interest accrue on an unpaid balance?
Signing Bonus

PROTECTIONS

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

NOT PROTECTED

- Compensation can't be cut at the employer's discretion
  Exhibit A.4 shifts pay after month 24 to a Plan Employer may adopt, amend, or replace in its sole discretion, and Section 13.5 exempts A.4 from the both-signatures amendment rule.
- Privileges and due process protected on termination (no clean sweep without a hearing)
  Section 11.2 terminates privileges automatically on any ending and expressly waives bylaw hearing, appeal, and review rights.
- Partnership / buy-in path and cost are defined
  No ownership path is described, consistent with a nonprofit 501(c)(3) employer.

PROTECTED

- Tail coverage addressed (and who pays)
  Section 6.2 addresses it but splits payment: Employer pays only on its own without-cause termination, its non-renewal, or any ending after year five; you pay on resignation before year five or a for-cause exit.
- Employer must give notice to terminate without cause
- Cure period before a for-cause termination
  30 days to cure a material breach under Section 7.4, though the eight enumerated causes permit immediate termination with no cure.
- 'For cause' is narrowly defined
- Physician can ALSO terminate without cause
  Section 7.2 allows it on 180 days' notice - double Employer's 90 - with $250/day liquidated damages up to $20,000 for short notice.
- Without-cause notice is guaranteed paid runway (no summary termination)
  Section 7.6 lets Employer relieve you of duties but requires continued compensation and benefits through the end of the notice period.
- Non-compete geography and duration are limited
  15 miles and 24 months, though the radius extends to any Employer Location you covered about one day per month in the final year.
- Non-compete has a buyout or carve-outs
  Substantial carve-outs (it does not apply if Employer terminates without cause, does not renew, or if you terminate for cause; hospitalist and government work exempt), but no buyout price is stated.
- Compensation method is clearly defined
  Clearly defined for the first 24 months in Exhibit A; after that it is whatever the Employer's Compensation Plan says at the time.
- Productivity formula and $/wRVU rate are explicit
  $50.00 per wRVU above 5,900, measured on a performed basis - explicit, but only during the 24-month Guarantee Period.
- Guarantee is earned, not a recoupable advance

- Signing-bonus clawback terms are spelled out
  Exhibit D.1 sets $30,000 forgiven at 1/36 per month with the unearned balance repayable in 30 days if employment ends for any reason before year three.
- Long-term disability coverage
  Employer-paid LTD at 60% of base pay up to $15,000/month, own-occupation for the first 24 months of a claim.
- PSLF-qualifying employer (501c3) or loan repayment
- Right to independent professional judgment / patient advocacy
- Indemnification is mutual and limited (or absent)
- Terms survive a sale or change of control

THE FULL BREAKDOWN

PAY & BENEFITS

Compensation HIGH

WORSE THAN MOST

WHAT THIS MEANS

This is how and how much you get paid - the fixed salary, and whether that salary is truly yours or something you might have to pay back. A 'draw' is an advance against future earnings that can be recouped; a true guarantee is earned and never repaid.

IN YOUR CONTRACT

$295,000 annual base salary, paid biweekly, for the 'Guarantee Period' - the first 24 full calendar months. Exhibit A.1 says plainly it is a fixed salary, not a draw, loan, or advance, is not reconciled against production, and is not repayable. Starting the day after month 24, Sections A.1 and A.2 stop applying and your pay is set by the 'Wyndale Medical Group Physician Compensation Plan,' which Employer may adopt, amend, or replace 'from time to time in its sole discretion.' You get a copy of the Plan at least 60 days before the Guarantee Period ends and 30 days before any amendment. Exhibit A.5 caps total annual compensation at the 90th percentile of a national survey Employer selects, unless an independent valuation firm opines a higher figure is fair market value. Section 4.5 lets Employer recover payroll overpayments by deducting up to 10% of a paycheck, starting no sooner than 30 days after written notice.

WHAT OTHERS OFTEN NEGOTIATE

Residents often negotiate a stated floor or formula for compensation after the guarantee period ends, a longer guarantee, or a right to terminate without penalty if the new plan would reduce pay below a set level.

WORTH KNOWING

The first two years are genuinely protective - the base is explicitly earned and non-recoupable, which is better than many offers. The lean comes from A.4: year three and every renewal year are governed by a plan the employer alone writes and rewrites, and Section 13.5 carves A.4 out of the rule that amendments need both signatures, so your pay can change after signing without your agreement.

Productivity & Incentive Pay MODERATE WORSE THAN MOST

WHAT THIS MEANS

Productivity pay rewards you for volume, usually measured in wRVUs (work relative value units - a standard point value Medicare assigns to each service you personally perform). The two things that decide whether it ever pays are the threshold you must clear and the dollars per unit above it.

IN YOUR CONTRACT

During the 24-month Guarantee Period only: $50.00 per wRVU personally performed above 5,900 wRVUs in a Contract Year. wRVUs are counted on a performed basis and do not depend on what Employer collects. The 5,900 threshold is prorated for a partial year or approved leave longer than 30 consecutive days. Paid within 90 days after each Contract Year, and prorated on an early exit unless Employer terminates you for cause. A separate Quality Incentive of up to $12,000 per Contract Year is based on measures Employer's Primary Care Quality Committee sets, delivered to you in writing within 30 days after each Contract Year starts. After the Guarantee Period, Section A.2 no longer applies and productivity is whatever the Plan says.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate the wRVU threshold downward for the first year or two while a panel is being built, and ask for the threshold to be tied to a published survey median rather than a flat number.

WORTH KNOWING

The mechanics here are physician-friendly - performed (not collected) basis, proration for leave, and payment on an early exit. The lean is the 5,900 wRVU threshold itself, which sits meaningfully above the median annual production reported for full-time internists, so a new attending building a panel may produce nothing above it in the first year or two - the only years this incentive exists.

Signing Bonus MODERATE WORSE THAN MOST

WHAT THIS MEANS

A signing bonus is money paid up front that you usually must 'earn' by staying a set number of years. If you leave early, you repay the unearned part - a clawback. The key questions are how fast it forgives and which departures trigger repayment.

IN YOUR CONTRACT

$30,000, paid within 30 days after the Commencement Date. It is structured as an advance earned at 1/36 per full calendar month of employment. If your employment ends 'for any reason' before the third anniversary of the Commencement Date, you repay the unearned portion within 30 days after your last day. Exhibit D.6 lets Employer deduct what you owe from final compensation and demand the rest within 30 days. The bonus is taxable compensation subject to withholding.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate the clawback so it does not fire when the employer terminates without cause or does not renew, and sometimes shorten the forgiveness schedule from 36 to 24 months.

WORTH KNOWING

'For any reason' means the repayment is triggered even if Employer terminates you without cause under Section 7.2 or gives notice of non-renewal - situations you do not control - while the tail and non-compete clauses both carve those same exits out in your favor.

Relocation

STANDARD

WHAT THIS MEANS

Relocation money reimburses your move, and is usually repayable on a sliding scale if you leave early. Which departures trigger repayment matters as much as the amount.

IN YOUR CONTRACT

Up to $12,000 for documented, reasonable moving expenses including packing, moving, and one house-hunting trip, on receipts submitted within 6 months after the Commencement Date. Repayment is prorated over 24 months and is triggered only if you terminate without cause or Employer terminates you for cause within that window - not if Employer terminates you without cause or does not renew.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate the cap upward or add temporary-housing and spousal-job-search costs to the list of covered expenses.

WORTH KNOWING

The trigger list here is narrower than the signing bonus's 'for any reason' language, so an employer-initiated exit does not create a relocation repayment.

Loan Repayment & PSLF

BETTER THAN MOST

WHAT THIS MEANS

Some employers pay toward your student loans directly. Separately, if the employer is a 501(c)(3) nonprofit, your payments while employed there can count toward Public Service Loan Forgiveness (PSLF) - a federal program that forgives remaining federal loan balances after 120 qualifying payments.

IN YOUR CONTRACT

$12,000 paid toward qualified educational loans on each of the first three anniversaries of the Commencement Date on which you are still employed, up to $36,000 total. Exhibit D.3 states amounts already paid are never repayable by you for any reason, and no payment is due for an anniversary after employment ends. Employer confirms it is a 501(c)(3) organization and will certify your employment for PSLF on request, while making no representation that your loans, repayment plan, or payment history qualify. All loan repayment assistance is taxable compensation subject to withholding.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate a larger annual amount, payment starting at month six rather than month twelve, or a gross-up to offset the tax hit.

WORTH KNOWING

Having the already-paid amounts expressly non-repayable is better than the common structure where loan assistance carries its own clawback.

Benefits

BETTER THAN MOST

WHAT THIS MEANS

Benefits are the non-salary package: health coverage, retirement, time off, CME (continuing medical education) money and days, disability and life insurance, and parental leave. Disability insurance matters most - it replaces your income if you cannot practice.

IN YOUR CONTRACT

Medical, dental, and vision with Employer paying approximately 80% of the premium. 403(b) with a 100% match on the first 4% you defer, plus access to a 457(b). Employer-paid life insurance at 2x Base Salary, capped at $500,000. Employer-paid short-term disability at 60% of base pay for up to 90 days and employer-paid long-term disability at 60% of base pay up to $15,000/month, with an own-occupation definition (meaning you are disabled if you cannot do your own specialty) for the first 24 months of a claim. 25 days PTO plus 5 CME days per Contract Year, $3,500 CME allowance, 6 weeks paid parental leave. Employer pays Ohio license, DEA, medical staff dues, one national society membership, and the initial and maintenance ABIM board certification fees. Section 5.1 lets Employer amend, replace, or terminate any plan, provided the change applies generally to similarly situated physicians.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate the CME allowance upward and ask whether the long-term disability own-occupation definition extends beyond 24 months, or add a supplemental individual policy.

WORTH KNOWING

The own-occupation disability definition lapses after 24 months of a claim, after which a benefit may stop if you could work in some other occupation - a common limit worth understanding before relying on it.

RISK & LIABILITY

Malpractice & Tail Coverage MODERATE

WORSE THAN MOST

WHAT THIS MEANS

Malpractice coverage comes two ways. 'Occurrence' covers anything that happened while you worked there, forever. 'Claims-made' only covers claims filed while the policy is active, so when you leave you need 'tail' coverage (an extended reporting endorsement) or 'nose' coverage from your next insurer - and tail premiums commonly run into five figures.

IN YOUR CONTRACT

Claims-made coverage at $1,000,000 per claim / $3,000,000 annual aggregate, through Wyndale Health's self-insurance program or a commercial insurer Employer picks. On any ending, you must maintain coverage for prior services by buying tail or nose coverage. Employer pays the tail only if (a) Employer terminates without cause, (b) Employer gives notice of non-renewal, or (c) the Agreement ends for any reason after the 5th

anniversary of the Commencement Date. In all other cases - including your own without-cause resignation before year five and a for-cause termination - you are solely responsible for the cost. You can elect to have Employer buy the tail and it may deduct the cost from amounts owed you, with the balance due within 30 days of invoice. On settlements, Employer must consult you, but final authority rests with Employer and its insurer.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate for the employer to pay the tail regardless of who ends the relationship, or for the employer-paid trigger to vest sooner than five years.

WORTH KNOWING

The exits most likely in your first few years - resigning to move or take another job before year five - leave the full tail premium on you, and the contract never states what that premium would be. Note also that Section 7.5 (your termination for cause, i.e. because Employer materially breached) is not on the list of employer-paid triggers, so on its face you would owe the tail even when Employer is the one who breached.

Licensure & Credentialing

STANDARD

WHAT THIS MEANS

This covers your license, DEA registration, board certification, and hospital credentialing - who arranges them, who pays, and what happens if they are not finished by your start date. A 'condition precedent' means the job does not legally start until those boxes are checked.

IN YOUR CONTRACT

Section 2.3 makes your start conditional on finishing residency, an unrestricted Ohio license, DEA and any Ohio controlled-substance registration, medical staff appointment with privileges, Medicare/Ohio Medicaid enrollment and commercial payer credentialing, and a satisfactory background, health, and drug screen. Employer assists with applications and pays the application and credentialing fees. If any condition other than finishing residency is unmet 90 days after August 2, 2027 despite your diligent efforts, either Party may terminate with no further liability, except you return any advanced but unearned Recruitment Incentives. Employer pays license, DEA, medical staff dues, one society membership, and initial plus maintenance ABIM fees (Section 5.4). Failure to obtain board certification within ABIM's permitted time, or letting it lapse, is a for-cause termination ground under Section 7.4(f).

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate a stipend or partial salary if credentialing delays push the start date, and a longer runway than 90 days before either side can walk.

WORTH KNOWING

Employer's obligation to pay compensation does not begin until every condition in 2.3 is satisfied, so a slow payer-credentialing process can push your first paycheck past August 2, 2027 with no interim pay stated.

Indemnification

BETTER THAN MOST

WHAT THIS MEANS

Indemnification means one party promises to cover the other's losses. If it runs only one way - you covering the employer - it can reach beyond what your malpractice policy insures, because many policies exclude liability you took on by contract.

IN YOUR CONTRACT

Section 12.1 is mutual: each Party indemnifies the other and its directors, officers, and employees for third-party claims, losses, and liabilities, including reasonable attorneys' fees, only to the extent arising from that Party's own negligent acts, willful misconduct, or material breach - and expressly excluding anything covered by the Article 6 professional liability program. Neither Party indemnifies the other for the other's own acts or omissions.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate a one-sided hold-harmless into a mutual one and carve out anything the malpractice policy covers - both of which this clause already does.

WORTH KNOWING

The carve-out for malpractice-covered claims is what keeps this from reaching into territory your liability policy might exclude.

Privileges & Due Process HIGH

WORSE THAN MOST

WHAT THIS MEANS

Hospital privileges are what let you admit and treat patients there. A 'clean sweep' clause ends your privileges automatically when employment ends. Medical staff bylaws normally give you a fair hearing before privileges are taken away - a hearing matters because an adverse privileges action can be reported to the National Practitioner Data Bank (NPDB), a federal database that follows you for your whole career.

IN YOUR CONTRACT

Section 11.1 requires you to obtain and maintain medical staff membership and privileges in good standing. Section 11.2 provides that your privileges at the Hospital and at any other Wyndale Health facility automatically terminate, without any action by the medical staff or governing body, when this Agreement expires or terminates for any reason - and you expressly waive any right to a hearing, appeal, or procedural review under the Medical Staff Bylaws as to that termination. Separately, Section 7.4(d) makes loss, 30+ day suspension, or restriction of privileges an immediate for-cause termination ground. Section 11.3 lets you reapply later, subject to the Bylaws and to Article 8.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate language confirming that the automatic end of privileges is not reportable to the NPDB and is not a resignation while under investigation, and preserve fair-hearing rights for any privileges action not caused by the employment ending.

WORTH KNOWING

The clause pairs an automatic privileges termination with an express waiver of bylaw hearing rights, and nothing states how such a termination is characterized or reported - meanwhile Section 7.4(d) makes a privileges problem an immediate for-cause firing with no cure period, so a single adverse privileges event can end both the job and the privileges with no process attached.

Regulatory Compliance STANDARD

WHAT THIS MEANS

Healthcare fraud-and-abuse laws (Stark, which restricts referrals to entities you have a financial relationship with, and the Anti-Kickback Statute) require physician pay to be fair market value and not tied to referrals. These clauses mostly protect you, though a fair-market-value cap can limit how high your earnings can go.

IN YOUR CONTRACT

Section 4.4 states compensation is intended to be fair market value, commercially reasonable, and not determined by the volume or value of your referrals. Section 10.1 says nothing requires you to refer to Employer or Wyndale Health, and any directed-referral policy must comply with 42 C.F.R. 411.354(d)(4) and will not apply where the patient prefers another provider, the insurer determines the provider, or the referral is not in the patient's best medical interest in your judgment. Section 10.2 requires participation in the compliance program and training and compliance with HIPAA, the Anti-Kickback Statute, the Stark Law, and Ohio medical practice law. Section 10.3 requires written notice within 3 business days of learning of any investigation touching your license, DEA, privileges, or federal program participation, or of any malpractice claim naming you. Section 10.4 requires cooperation with audits during and after the term. Exclusion from a Federal Health Care Program is an immediate for-cause termination ground under 7.4(b). Exhibit A.5 caps total annual compensation at the 90th percentile of a national survey Employer selects, absent an independent valuation opinion.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly ask which compensation survey will be used for the 90th-percentile cap and confirm that the directed-referral exceptions are written in, as they are here.

WORTH KNOWING

The 3-business-day notice duty in 10.3 is short and is triggered by a mere investigation or a malpractice suit naming you, so it is worth calendaring; the A.5 percentile cap is a real ceiling on upside in a very high-production year.

RESTRICTIONS & CONFIDENTIALITY

Non-Compete MODERATE WORSE THAN MOST

WHAT THIS MEANS

A non-compete restricts where you can practice after you leave - usually a radius around your work sites for a set number of months. A 'buyout' is a stated price you can pay to be released from it; without one there is no way to buy your way free.

IN YOUR CONTRACT

For 24 months after expiration or termination for any reason, you may not provide outpatient internal medicine or adult primary care within 15 miles of (a) the Primary Practice Site or (b) any other Employer Location where you worked at least one day per month on average in the final 12 months. It does not apply at all if Employer terminates without cause under 7.2, if Employer gives notice of non-renewal, or if you terminate for cause under 7.5. It does not restrict you from working for a federal, state, or county government facility, or from doing inpatient hospitalist work at any hospital. If you breach, the Restricted Period extends by the length of the breach, and a court is asked to narrow rather than strike an overbroad covenant. No buyout amount is stated.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate the radius down, shorten the period from 24 to 12 months, and add a stated buyout figure so there is a price to be released.

WORTH KNOWING

The carve-outs are genuinely meaningful - the covenant disappears entirely if Employer ends the relationship, and hospitalist and government work stay open - but on an ordinary resignation it still binds you for two years with no buyout, and the radius floats to include any satellite site you covered roughly monthly.

Non-Solicitation

STANDARD

WHAT THIS MEANS

A non-solicit bars you from actively recruiting the employer's patients or staff after you leave. The important carve-out is whether you may still treat a patient who finds you on their own.

IN YOUR CONTRACT

For 24 months after termination, you may not solicit or induce any Employer patient you treated in your last 24 months of employment to move their care to you or anyone else, and may not solicit any Employer employee to leave. Section 8.3 expressly permits you to treat any patient who seeks you out without solicitation, and to make general public announcements of your new practice location.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate the employee non-solicit down to employees they actually worked with, and confirm in writing that a mailed practice-opening announcement is permitted.

WORTH KNOWING

The patient carve-out is clear and protective - unlike covenants that bar treating any former patient at all. Note it runs alongside the non-compete, which would still block you from practicing within 15 miles for the same 24 months on a resignation.

Confidentiality

BETTER THAN MOST

WHAT THIS MEANS

Confidentiality clauses bar you from using or sharing the employer's non-public business information. Watch for how long the obligation lasts and whether it leaves room to report wrongdoing or discuss your own pay.

IN YOUR CONTRACT

You must keep confidential non-public information about Employer or Wyndale Health, including payer contract terms, fee schedules, strategic plans, financial information, and patient lists. The duty runs during employment and for 3 years afterward, and indefinitely for anything that qualifies as a trade secret. Publicly available information is excluded. The clause expressly preserves your right to discuss your own wages, benefits, and working conditions, to report possible legal violations to a government agency, and to participate in a government investigation.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate a defined time limit instead of a perpetual obligation and confirm whistleblower and wage-discussion carve-outs are written in.

WORTH KNOWING

The explicit whistleblower and pay-discussion protections are better than many agreements, which say nothing and leave the point murky.

Outside Activities & Moonlighting

STANDARD

WHAT THIS MEANS

These terms govern whether you can earn money outside the job - moonlighting, locums, telehealth, speaking, expert work - and who owns anything you invent or write while employed.

IN YOUR CONTRACT

No outside professional medical services, including moonlighting, locums, or telemedicine, without prior written approval of the Medical Director, which shall not be unreasonably withheld. Approved outside work must be outside your scheduled hours, must not interfere with your duties, and must carry malpractice coverage at no cost to Employer; you keep the pay if the work is at a non-Employer location. Teaching, writing, research, society service, and speaking need no approval, but you may keep honoraria and royalties only up to $10,000 per Contract Year - anything above that is remitted to Employer unless the Medical Director approves otherwise in writing. Inventions developed using Employer facilities, funds, personnel, or confidential information, or that relate directly to Employer's business and are developed during working hours, belong to Employer, subject to Wyndale Health's patent policy, which pays the inventor a share of net royalties. Everything else stays yours.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate to raise or remove the honoraria cap and to have approval for moonlighting deemed granted if not denied within a set number of days.

WORTH KNOWING

The $10,000 annual honoraria ceiling is an unusual limit on income from activities that otherwise need no approval, and the 'share of net royalties' is set by a Wyndale Health policy whose terms are not in this document.

DUTIES, EXIT & LEGAL TERMS

Call, Duties & Schedule HIGH

WORSE THAN MOST

WHAT THIS MEANS

This is what your working life actually looks like: how many clinic sessions, how much call, where you work, and whether the employer can add to any of it. Watch for duties that can be assigned with no cap and no extra pay.

IN YOUR CONTRACT

Full time (1.0 FTE) means at least 9 patient-care sessions (about 4 hours each) per week for at least 46 weeks per Contract Year, plus one administrative session per week for documentation and inbox work. The Medical Director sets your schedule in consultation with you; appointment templates match other full-time internists and may be adjusted by the Medical Director after consulting you. Encounter notes are due within 72 hours. Call under Exhibit C: after-hours telephone call roughly one week in five on an equitable rotation, with 30-minute response times; one Saturday morning same-day clinic session per month; holidays rotate so you do not get the same major holiday two years running. Exhibit C.3 then allows the Medical Director to assign additional call, clinic sessions, and coverage at other Employer Locations to cover vacancies, leaves, seasonal demand, or access needs - expressly 'not subject to a maximum number of hours or sessions' and 'not separately compensated.' Exhibit C.5 confirms no separate call stipend. Employer may change your Primary Practice Site or add locations on 60 days' written notice, provided no new primary site is more than 25 miles from the Hospital.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate a cap on additional assigned coverage, per-shift or per-session pay for coverage beyond the baseline rotation, and a tighter mileage limit on reassignment.

WORTH KNOWING

Exhibit C.3 is the mechanism: the baseline call (1 in 5 weeks, one Saturday a month) is reasonable, but the extra coverage layered on top has no ceiling in hours or sessions and is unpaid, and nothing in Exhibit A or the post-guarantee Plan is tied to it - so a run of vacancies could enlarge your workload indefinitely without changing your pay.

Termination MODERATE

WORSE THAN MOST

WHAT THIS MEANS

Termination terms decide how either side exits: how much notice, what counts as 'cause,' whether you get a chance to fix a problem (a cure period), and what money you owe on the way out. Asymmetric notice periods are the most common imbalance.

IN YOUR CONTRACT

Initial term runs to the 3rd anniversary of the Commencement Date, then auto-renews for one-year terms unless either Party gives 120 days' written notice of non-renewal. Without cause: Employer needs 90 days' notice; you need 180 days' notice. Section 7.3 charges you liquidated damages of $250 for each day you fall short of the 180 days, capped at $20,000 - there is no matching charge on Employer. Employer may terminate immediately for eight enumerated causes (license/DEA action, federal program exclusion, felony or fraud/medicine-related conviction, loss or 30+ day suspension of privileges, inability to get malpractice coverage at standard rates, failure to obtain or maintain ABIM certification, impairment while providing services, sexual harassment or patient/employee abuse), plus material breach with a 30-day cure period. You may terminate if Employer materially breaches - including nonpayment - and fails to cure within 30 days. Section 7.6 lets Employer pull you off clinical duties during any notice period but requires it to keep paying your compensation and benefits through the end of that period. On termination you are paid earned compensation including prorated Productivity and Quality Incentives, must finish documentation in 14 days, and Exhibit D repayment obligations survive.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly negotiate matching notice periods for both sides, and removal or reduction of liquidated damages for short notice.

WORTH KNOWING

The exit machinery is otherwise solid - the cause list is specific rather than vague, both sides get 30-day cure rights, and Section 7.6 makes the notice period genuinely paid runway rather than something Employer can cut short. The lean is the one-sided structure: double the notice from you (180 vs 90 days) plus a $20,000 daily-rate penalty that applies only to you.

Partnership & Buy-In

NOT IN YOUR CONTRACT

WHAT THIS MEANS

In private-practice settings, a partnership track describes when you become eligible to buy an ownership stake, what it costs, and how it is valued. Employers that are nonprofit corporations generally have no ownership to sell.

Not addressed in this contract.

WHAT OTHERS OFTEN NEGOTIATE

In private-practice offers, residents commonly negotiate a defined timeline to partnership eligibility and a written valuation method for the buy-in price.

WORTH KNOWING

The contract is silent on any ownership path, which is consistent with an employer organized as an Ohio nonprofit 501(c)(3) corporation.

Governing Law & Legal Terms

STANDARD

WHAT THIS MEANS

These boilerplate terms decide which state's law applies, where disputes get heard, whether you can be forced into arbitration, whether side promises count, and whether the deal survives if the employer is sold.

IN YOUR CONTRACT

Ohio law governs, with suits brought in state or federal court covering the county of the Primary Practice Site. Before suing (other than for an injunction under 8.5), the Parties must try to resolve the dispute with Employer's President and then non-binding mediation with fees shared equally - there is no binding arbitration and no jury waiver. You may not assign the Agreement; Employer may assign it to Wyndale Health, an affiliate, or a successor to substantially all of its primary care operations, but only if the assignee assumes all of Employer's obligations in writing. Section 13.4 says all terms stay in full force after any merger, consolidation, or change of control. Section 13.5 is an entire-agreement clause - prior negotiations, letters of intent, and oral understandings are superseded - and amendments require both signatures 'except as expressly provided in Section 5.1 and in Section A.4 of Exhibit A.' Section 3.5 requires compliance with Employer's written policies as in effect from time to time, but says this Agreement controls over any conflicting policy and that no policy may reduce your compensation or benefits.

WHAT OTHERS OFTEN NEGOTIATE

Residents commonly confirm there is no binding arbitration or jury waiver and that a successor must assume the agreement in writing - both of which are already here.

WORTH KNOWING

Two written exceptions to the both-signatures amendment rule let Employer change benefit plans (5.1) and the post-guarantee compensation plan (A.4) on its own; that compensation exception is the one that carries real money, and it is covered in the compensation row.

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 3 protections your contract doesn't give you: Compensation can't be cut at the employer's discretion; Privileges and due process protected on termination (no clean sweep without a hearing). 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 compensation and privileges & due process terms.

This is an educational summary, not legal advice.