WASHINGTON STATE MEDICAL ASSOCIATION
EMPLOYMENT CONTRACT CHECKLIST

Negotiating an employment contract requires considerable time and attention to detail. When the contract ends, both parties usually wish that some aspect that is now in contention had been covered in the contract. The purpose of the following list of contract provisions is to serve as a guide for what should be addressed in the contract. The WSMA is not advocating how provisions ought to be written nor is it espousing a policy position on any given employment issue. The list of provisions is not meant to cover every conceivable situation; the list of provisions are meant only to address clauses that one would usually expect to find in physician employment contracts. Also, the document is not intended to provide, or replace, competent legal advice. Assistance in how a provision might read, or assistance in negotiating a contract should be obtained from an attorney who is familiar with health law and employment law in Washington state.

CONTRACT NAME: _____

CONTRACT PROVISION/CLAUSE	CLAUSE PRESENT IN CONTRACT?	CONTRACT REFERENCE AND COMMENTS
I. EMPLOYMENT RELATIONSHIP		
1. Does the contract specifically characterize the physician as an employee?		
II. EMPLOYER'S DUTIES		
1. Employer provides facilities, equipment, supplies.		
2. Employer provides management, accounting records, adequate support personnel.		
3. Employer is responsible for all billing and collection.		
III. PHYSICIANS DUTIES		
1. Contract contains a description or summary of professional services to be provided.		
2. Terms by which duties can be changed are clearly enunciated.		
3. Contract clearly defines non-clinical expectations (administrative functions, QA activities, community education,		

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marketing, & other responsibilities).		
4. Are non-clinical responsibilities compensated in addition to base salary?		
5. Hours of work are explicitly stated in the contract.		
6. Other availability, such as call coverage, expectations are clearly stated in the contract.		
7. Location(s) where professional services are to be provided are stated in the contract.		
8. Qualifications for initial and continued employment are clearly stated (license, DEA registration, board certification, hospital privileges, health plan participation, etc.).		
9. Does the contract limit or prohibit physician from engaging in any other medical practice?		
IV. COMPENSATION		
1. Amount of fixed salary & time of disbursement stated.		
2. Incentive pay, method of calculation & time of payment stated.		
3. Deferred income calculation & disbursement stated.		
V. FRINGE BENEFITS		
1. Health insurance (employee & dependents)		
2. Life insurance (amount).		
3. Disability insurance.		
4. Profit sharing.		
5. Pension/retirement.		
VI. PROFESSIONAL EXPENSES		
1. Medical supplies & expense.		
2. License fees.		
3. Professional association dues.		
4. Hospital medical staff dues.		

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5. Medical journals & books.		
6. CME (registration, travel, lodging, etc.).		
7. Board certification/re-certification.		
VII. LEAVE TIME		
1. Vacation.		
2. Professional education.		
3. Sick leave.		
4. Family leave.		
5. Voluntary military leave (reserve or national guard).		
6. Involuntary military duty.		
7. Extended leave.		
VIII. PROFESSIONAL LIABILITY		
1. Responsibility for prior acts coverage is clear.		
2. Responsibility for any deductibles is clear.		
IX. COVENANT NOT TO COMPETE		
1. Non-compete period is clearly stated.		
2. Non-compete area is clearly stated.		
3. Any relief for employer for violation of non-compete clause is clearly stated.		
4. Prohibitions against patient communication or solicitation are clearly stated.		
X. CONFIDENTIALITY		
1. Non-disclosure of employer's clients/patients, employer practices, business plans, patient lists, medical records, operating manuals, training materials, policies and procedures, financial information, and related materials.		
2. Agreement not to remove or retain information at termination, unless by consent of employer.		
3. No deferral of patients to establish		

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unrelated medical practice.		
4. Clause survives termination of agreement.		
XI. TERM		
1. Specified term of contract.		
2. Automatically renewed or renegotiated.		
XII. TERMINATION (for cause)		
1. Disqualified to practice (loss or restriction of license, loss of hospital privileges for more than 30 days, terminated from plan).		
2. Criminal conviction.		
3. Failure to perform duties.		
4. Abandon patients/practice.		
5. Improper/unethical conduct.		
6. Refusal to seek/accept treatment for diagnosed mental impairment or substance abuse.		
XIII. TERMINATION BY EITHER PARTY		
1. For any reasonable cause, including breach.		
2. Time (30 days) to cure breach.		
3. Mutual agreement.		
4. Disability.		
5. Provision for unpaid earned income.		
6. Access to patient records.		
7. Information provided to patients (letter to patients, telephone inquiries).		
XIV. MEDICAL RECORDS		
1. Ownership, possession, control of records.		
2. Physician responsibility to return records at termination.		
3. Physician right to copy records with patient consent.		
4. Records not permitted to be removed		

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from premises.		
5. Reports & correspondence part of record.		
6. Penalties for non-compliance.		
7. Physician responsible for maintaining contemporary record in form and manner provided by employer.		
XV. OWNERSHIP & ACCOUNTING OF FEES & REVENUE		
1. Professional fees.		
2. Fees for related activities (define).		
3. Honoraria.		
4. Other.		
XVI. RETIREMENT		
1. Mandatory.		
2. Early.		
3. Continued employment after retirement (emeritus status).		
4. Termination of post-retirement status.		
XVII. OTHER STANDARD PROVISIONS		
1. Governing law (state/county of practice).		
2. Amendment (mutual agreement).		
3. Severability (if one part of contract is invalid, doesn't effect rest of contract).		
4. Dispute resolution process (reasonable, access to courts, arbitration required).		
5. Contract constitutes entire agreement.		
6. Contract supersedes all prior negotiations, discussions and agreements.		
7. No warranties or representations made outside of agreement.		
8. No modifications except with written mutual agreement.		
9. Contract may/may not be assigned.		