



Anesthesia Services Agreement

*Sample**

This ANESTHESIA SERVICES AGREEMENT (the "Agreement") is made this ____ day of _____ 201____ (the "Effective Date"), by and between _____ (the "Facility") and _____ ("Contractor"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Contractor is a professional group comprised of anesthesia personnel qualified and licensed to administer anesthesia in the State where facility is located;

WHEREAS, the Facility requires anesthesia services and the Facility is the owner and/or operator of a healthcare facility at which anesthesia services under this agreement are to be performed (the "Location");

WHEREAS, the Facility requires anesthesia services that can be performed by Certified Registered Nurse Anesthetist(s) ("CRNA(s)").

WHEREAS, the Parties wish to enter into this Agreement in order to provide a statement of their respective responsibilities in connection with the provision of anesthesia services with respect to patients receiving certain health care treatment at the Facility during the term described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Services.** During the term of this Agreement, Contractor shall provide such anesthesia and related services as may be reasonably required by the Facility ("Anesthesia Services"). The Services shall include, but not be limited to the following:
 - a. Providing Anesthesia Services at the Facility required for pre-, inter and post-operative patients receiving health care services at the Facility. The Anesthesia Services shall include, but not be limited to, provision of anesthesia and related services, education, quality control and other customary services associated with provision of Anesthesia Services.
 - b. Upon request, consulting with and rendering advice to the Facility's clinical and administrative personnel regarding the provision of Anesthesia Services at the Facility and regarding the selection and acquisition of equipment, outside vendors, supplies and support services with respect to the performance of such Anesthesia Services.



- c. Immediately notifying the Facility of all material and relevant facts and information which Contractor reasonably believes might, directly or indirectly, adversely affect the provision of Anesthesia Services pursuant to this Agreement and the provision of other services to patients receiving health care treatment at the Facility.
- d. Performing such other duties as may from time to time be agreed to by Contractor and the Facility.

2. Billing and Financial Arrangements.

- a. Contractor shall have the sole and exclusive right to bill and collect all amounts for professional Anesthesia Services fees from patients or their third party payers for services rendered by Contractor. Contractor shall be responsible for the billing and collection for Anesthesia Services it provides and shall bear the cost of such billing and collection. The Facility shall have no obligation to process Contractor's or Contractor's anesthesia provider(s) ("Anesthesia Provider(s)") charges except for the provision of necessary available information as set forth below.
- b. Except as provided herein, the Facility shall be responsible for, and solely entitled to, billing and collection of all charges for institutional and other non-professional services rendered to patients in the Facility. The Facility will clearly disclose on its admitting paperwork and patient bills that its charges are for facility and non-professional fees and not for professional fees that patients can expect to be billed for separately.
- c. Contractor understands and agrees that: (a) the Facility will not withhold on behalf of Contractor or any of Contractor's Anesthesia Providers any sum for federal income tax, unemployment insurance, social security, or any other withholding applicable to employees, and the Facility will not provide Contractor or any Anesthesia Provider any of the benefits provided to the Facility's employees; (b) all of such payments, withholdings and benefits, if any, are the sole responsibility of Contractor; and (c) Contractor will indemnify and hold harmless the Facility from any and all loss or liability, cost or expense arising with respect to such payments, withholdings, and benefits, if any. This paragraph shall survive termination of this Agreement.
- d. Contractor acknowledges that the Facility will file with the Internal Revenue Service the federal tax reporting Form 1099 reflecting the amounts paid to Contractor under this Agreement (if applicable) during each calendar year. Contractor will be responsible for any income tax owing on such amounts.
- e. Contractor and the Facility shall share information with each other as reasonably necessary to facilitate each party's billings and collections with respect to services provided by the Anesthesia Provider(s) at the Facility. The Facility shall, in the normal course of the Facility's administration of patient accounts, assist Contractor in obtaining patient signatures on



assignment of insurance benefits and other reasonably appropriate forms provided to the Facility by Contractor. The Facility agrees to provide all information related to services rendered at the Facility necessary to enable Contractor to submit bills for professional services provided at the Facility including but not limited to patient demographic, insurance and coding information.

3. **Medical Records.** Contractor shall cause its Anesthesia Provider(s) to prepare medical records at the Facility, which adequately reflects the quality of care rendered and the instructions given each patient. Contractor shall maintain the confidentiality of such records as required by law. All charts and medical records of patients shall belong to the Facility, as part of the Facility's records; the Facility shall facilitate access to these records (and will provide copies of necessary portions of these records) to Contractor for professional and billing purposes.
4. **Ethics and Standards.** Contractor will cause its Anesthesia Provider(s) to maintain the standards of professional practice as set forth in the Facility's medical staff ("Medical Staff") bylaws, rules and regulations, and the commonly accepted practices of Anesthesia Providers generally and in accordance with the ethical and professional standards of the American Association of Nurse Anesthesiology. Contractor represents and warrants the Anesthesia Services provided under this Agreement will comply with applicable laws, rules, regulations, standards, guidelines, policies, procedures and bylaws of all applicable Regulatory Authorities and all applicable policies and procedures of Contractor and the Facility, including, but not limited to, all privilege and credentialing requirements.
5. **Professional Qualifications and Fitness.** Contractor's Anesthesia Provider(s) shall have all necessary permits, authorizations and licenses required by all applicable Regulatory Authorities to perform anesthesia and related services in the state where services are being rendered. Contractor represents and warrants to the Facility that (a) Contractor (nor any Anesthesia Provider providing Anesthesia Services) is not excluded from any federal health care program for the provision of items or services for which payment may be made under a federal health care program; (b) no basis for exclusion from any health care program exists; (c) Contractor has not arranged or contracted (by employment or otherwise) with any employee, contractor, or agent that Contractor knows or should know are excluded from participation in any federal health care program; and (d) no final adverse action, as such term is defined under 42 U.S.C. Section 1320a-7e(g), has occurred or is pending or threatened against Contractor or to Contractor's knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions/Adverse Actions"). During the term of the Agreement, Contractor shall notify the Facility of any Exclusions/Adverse Actions or any basis therefor within fifteen (15) days of its learning of any such Exclusions/Adverse Actions or any basis therefor.

6. Clinical Privileges and Scheduling.

- a. Anesthesia Provider(s) Staff Privileges. Contractor's Anesthesia Provider(s) who are granted Staff Privileges and/or are appointed to the Facility's Medical

Staff shall have all rights, privileges and responsibilities of the Facility's Medical Staff membership normally granted by the Facility for Anesthesia Provider(s). Membership on the Facility Medical Staff will be contingent upon Contractor's Anesthesia Provider(s) compliance with the Facility's Medical Staff Bylaws, Rules and Regulations. Before any Anesthesia Provider(s) may practice in the Facility, he/she must first be granted medical staff privileges by the Facility in accordance with its Medical Staff's established bylaws, rules and regulations for granting and removal of staff status as pertains to Anesthesia Provider(s). Exercise of Medical Staff privileges applicable to the Anesthesia Services will be contingent upon the Anesthesia Provider's continued employment or contractual relationship with Contractor and the continuation of this Agreement. The ability of any Anesthesia Provider to exercise his clinical privileges at the Facility shall automatically lapse upon either of the following events:

- i. The cessation of his/her employment or contractual relationship with Contractor; or
- ii. Termination of this Agreement.

- b. Removal of a Anesthesia Provider from the Schedule. The Facility shall be entitled to require Contractor to remove a particular Anesthesia Provider from the department schedule and refuse him/her permission to exercise his/her Medical Staff privileges upon the occurrence of any of the following events:

- i. The Facility believes such action is necessary or advisable in the interest of patient care or because of Anesthesia Provider conduct;
- ii. The Anesthesia Provider's employment or contractual relationship with Contractor terminates;
- iii. The commission by any Anesthesia Provider then providing services hereunder of any crime punishable as a felony or any conduct which, the Facility believes may be damaging to the Facility or is not in the best interests of its patients;
- iv. The failure of Contractor or any of its Anesthesia Providers to comply with the requirements pertaining to insurance coverage under this Agreement; or
- v. The Anesthesia Provider fails to maintain any of the qualifications stated in this Agreement.

In such event, upon the Facility's request, Contractor will promptly remove the Anesthesia Provider from the department schedule. It is understood that Contractor's removal from the department schedule as provided herein is not an adverse action under the Medical Staff bylaws. Following removal from the schedule, Contractor agrees to promptly review and address the Facility's specific concerns.



- c. Anesthesia Provider(s) Qualifications. Contractor shall assign only qualified Anesthesia Provider(s) to the Facility. All of Contractor's Anesthesia Provider(s) shall have and maintain licenses to practice in the state where the Facility is located and remain a member in good standing of the Facility's active Medical Staff. If the Facility's Medical Staff or Contractor becomes aware of any questions of professional qualifications or performance of any of Contractor's Anesthesia Provider(s), the same shall be communicated promptly to the other Party.
- d. Temporary Privileges. Temporary privileges will be approved or disapproved in accordance with the Medical Staff Bylaws.
- e. Termination of Service. The termination of service of any Contractor's Anesthesia Provider(s), for any reason whatsoever, shall be deemed to be a voluntary withdrawal from the Facility's Medical Staff and when recognized by the Facility's Medical Staff shall be final and all privileges of such Anesthesia Provider(s) fully withdrawn without further action or rights and not reportable to any data bank, State, or federal agency.
- f. Continuous Improvement Plan. Contractor agrees to cooperate with the Facility in connection with any of the Facility's continuous improvement and quality management plan upon the Facility's request.
- g. Scheduling of Cases. The Facility shall be responsible for scheduling surgical cases with input from Contractor and will, at all times during the term of this Agreement, notify Contractor reasonably in advance of changes, additions and cancellations in the case schedule.

7. Contractor Responsibility to Patients.

- a. Consultation. Contractor's Anesthesia Provider(s) may call consultants or specialists when in the best interest of the patient.
- b. Care of Patient. Contractor's Anesthesia Provider(s) shall be cognizant of the manner in which patients are received, the efforts to meet their needs, and other aspects of courtesy, compassion and sound care.
- c. Quality of Treatment. Treatment rendered by Contractor's Anesthesia Provider(s) hereunder shall be consistent with the ability of the Facility's reasonable capability and the standards established in the health care community of which the Facility is a part.
- d. Conformity with Law. All actions and activities by Contractor and its providers shall be in conformity with all state and federal laws.

- 8. **Insurance.** Contractor shall carry or cause each Anesthesia Provider(s) to carry a policy or policies of professional liability insurance covering all professional activities of Contractor's Anesthesia Provider(s) in accordance with the following provisions:



- a. Contractor shall cause each Anesthesia Provider under this agreement to maintain medical practice, professional liability and malpractice insurance coverage in the amounts required by any appropriate Regulatory Authorities and the bylaws of the Medical Staff of the Facility;
 - b. Contractor shall provide, written evidence of such insurance coverage to the Facility upon its reasonable request; and
 - c. Contractor shall immediately notify the Facility and the Administrator if such insurance coverage is reduced, modified or canceled or is threatened to be reduced, modified or canceled.
 - d. Facility shall provide insurance coverage to address any and all non-clinical work or services that are not covered by the Contractor's policy.
9. **Access to Books and Records.** If applicable, during the term of this Agreement and for a period of four (4) years after this Agreement expires or is terminated, each party shall, pursuant to Title 42 of the United States Code and applicable rules and regulations promulgated hereunder, make available, upon appropriate written request by the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the Anesthesia Services provided by Contractor under this Agreement. Disclosure pursuant to this section shall not be construed as a waiver of any other legal right to which the disclosing party may be entitled under law or regulation. In the event either party is requested to disclose any books, records or documents for the purpose of an audit or investigation relating to this Agreement and the Services provided under this Agreement by Contractor or Contractor's Anesthesia Provider(s) such party shall immediately notify the other party of the nature and scope of the request and shall make available to the other party, upon receipt of a reasonable written request from such other party, copies of all documents encompassed by the request, provided the party making such request pays for the cost of making such copies. Further, if Contractor carried out any of its duties under the Agreement through a further subcontract having a value or cost of \$10,000 or more over a twelve-month period or other party, such further subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, or other party shall make available upon written request of the Secretary, or upon written request of the Comptroller General, or any of their duly authorized representatives, the subcontract and books, and records of such organization that are necessary to verify the nature and extent of such costs.
10. **Obligations of the Facility.** The Facility will provide the following at its sole cost and expense:
- a. A suitable practice environment will be provided. The space so provided will be adequate for the Anesthesia Services provided which are administered or



supervised by Contractor Anesthesia Provider(s).

- b. The Facility shall provide for use and maintain in good working order such furniture, fixtures, and equipment as are reasonably necessary for the proper and efficient operation of the anesthesia department and in the quantity and quality to ensure that the anesthesia department is operated consistently within industry and community standards, all applicable licensing and accreditation standards, and any laws and regulations that apply to the operation of the Facility and which is reasonably necessary to enable Contractor to discharge its obligations under this Agreement.
- c. Utilities and services including but not limited to heat, water, electricity, telephone service, laundry and janitor service.
- d. Services of health care personnel, as may be needed for the effective operation of the Facility and Contractor's Anesthesia Provider(s).

11. Overriding Purpose. Notwithstanding anything contained herein to the contrary, no provision, rule or regulation contained in this Agreement shall operate to delay health care treatment when emergency attention is required. The Parties acknowledge the primary purpose of this Agreement is to make health care services available to the community.

12. Relationship of Parties. In the performance of the responsibilities assumed by Contractor and its Anesthesia Provider(s) under the Agreement, it is mutually understood and agreed that Contractor and its Anesthesia Providers are, and at all times shall be, independent contractors specializing in providing Anesthesia Services. Contractor and its Anesthesia Providers shall perform their professional work free of any direction or control by the Facility, but in a manner consistent with currently approved methods and practices in the profession and in compliance with the standards imposed by the Medical Staff bylaws of the Facility. In administrative matters, Contractor shall conform to the policies prescribed by the Facility Administration. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the Parties hereto, and nothing herein shall authorize either party to act as agent for the other, except to the extent herein provided. The parties acknowledge and agree that no relationship of principal and agent is created by this Agreement. Other than as provided for in this Agreement, Contractor has no authority to act on behalf of or bind the Facility or any of the Facility's affiliates.

13. Indemnity. Contractor agrees to and shall indemnify and hold harmless the Facility together with its officers, directors, agents, subsidiaries, parental entities and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with any act or failure to act or services provided by Contractor or Contractor's Anesthesia Provider(s) under this Agreement. The Facility agrees to and shall indemnify and hold harmless Contractor and Contractor's



Anesthesia Providers together with their officers, directors, agents, subsidiaries, parental entities and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with any act or failure to act or services provided by the Facility under this Agreement.

14. **Non-interference.** The Facility hereby recognizes and agrees that Contractor has expended its resources and efforts to recruit and retain qualified personnel. The Facility further recognizes and agrees that Contractor has incurred extensive expense in this recruitment effort. Therefore, the Facility hereby agrees that during the term of this Agreement, and extensions thereof, and for a period of twelve (12) months after the termination of this Agreement, regardless of cause, the Facility will not (i) directly or indirectly solicit the professional services of any Anesthesia Provider(s) under contract or having performed services for Contractor who has worked at the Facility; (ii) induce or persuade, or attempt to persuade any such Anesthesia Provider(s) to terminate their contract with Contractor.

Should the Facility wish, within one (1) year following the termination of this Agreement measured from the termination of this Agreement during the last extension thereof, to directly or indirectly contract with or employ any Anesthesia Provider(s) who shall have performed services for Contractor within the previous twelve (12) months, the Facility shall first pay Contractor the sum of _____ and No/100 (\$_____) Dollars per Anesthesia Provider, which accurately reflects the compensation for the time and effort expended in recruiting and retaining said Anesthesia Provider(s).

15. **Term and Termination.**

- a. Term. This Agreement shall be effective and shall commence as of the Effective Date of this Agreement, and shall continue in full force and effect for an initial period of one (1) year, unless earlier terminated as set forth in this Agreement. Thereafter, this Agreement shall automatically renew for successive one (1) year terms, unless either Party shall give written notice of non-renewal to the other Party at least ninety (90) days in advance of the end of the then-current term.
- b. Termination. This Agreement may be terminated:
 - i. by the Parties upon their mutual consent;
 - ii. by any Party:
 - (i) without cause, upon at least ninety (90) days prior written notice to the other party;
 - (ii) immediately, if other Party fails to observe, keep or perform any material provision of this Agreement and such default remains uncured ten (10) business days after written notice to cure has been given to the defaulting party; and



- (iii) Immediately, if either Party commits an act of fraud, misappropriation or embezzlement or is charged with a felony or any crime of moral turpitude;
 - (iv) Immediately if Contractor is unable to perform the Services or substantially all of the obligations and duties required to be performed by either Party under this Agreement;
- c. Effects of Termination. Upon termination of this Agreement, as hereinabove provided, neither Party shall have any further obligation hereunder except for:
- i. Obligations accruing prior to the date of termination.
 - ii. Obligations, promises or covenants contained herein which are expressly made to extend beyond the Term including without limitation, the Insurance (Section 8 of this Agreement), Indemnification (Section 13 of this Agreement) and Non-Interference (Section 14 of this Agreement).
 - iii. Confidentiality of Information provision set forth herein, all of which shall survive the termination or expiration of this Agreement, as set Section 16 of this Agreement.

16. Confidentiality of Information. The Facility and Contractor recognize and acknowledge that, by virtue of entering into this Agreement and providing services as set forth herein, the Facility and Contractor will have access to certain information of the Parties that is confidential and constitutes valuable, special and unique property of the Parties. The Parties agree that it will not, without prior written consent, at any time, either during or subsequent to the Term of this Agreement, disclose to others, use, copy or permit to be copied, except in pursuance of its duties for or on behalf of the Parties, its successors, assigns, or nominees, any secret or confidential information or know-how of the Parties, this Agreement including without limitation, Parties compensation hereunder, policies, procedures and rules of any of the Parties, information with respect to any of the Parties patients, costs, prices, and treatment methods at any time used, developed or made by the Parties during the Term of this Agreement and that is not available to the public.

The personal files of practitioners, as well as all proceedings, files, records, and related information of Contractor, the Facility, and the Facility's staff and its committees pertaining to the evaluation and improvement of the quality of patient care in the Facility, shall be kept strictly confidential by the Facility and by Contractor and its Anesthesia Providers to the extent required by applicable law or regulation. Neither the Facility, Contractor nor Contractor's Anesthesia Providers shall voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law or court order or pursuant to a written authorization by the other Party. This covenant shall survive the termination of this Agreement.

17. HIPAA/Privacy of Patients. During the term of this Agreement and at all times thereafter, Contractor shall comply, and shall cause of Contractor's Anesthesia Providers to comply with all applicable laws, rules, regulations, standards, guidelines, policies, procedures and bylaws promulgated by all applicable Regulatory Authorities



and all applicable policies and procedures of Contractor and the Facility regarding maintaining the confidentiality of the identity and the privacy of the patients of the Facility, and of any individually identifiable health information relating to patients treated at the Facility ("Protected Health Information" or "PHI"). In particular, except as permitted or required by this Agreement or by law, Contractor will not, and shall cause each Anesthesia Provider to not, use or disclose patient information in a manner that would violate the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the federal privacy regulations ("Privacy Regulations") set forth at 45CFR Part 160 and Part 164. If the Facility receives a request from a patient wishing to exercise such patient's rights with respect to PHI, to exercise such rights, including (i) the right to inspect PHI within the possession or control of the Facility, its business associates, and their subcontractors, (ii) the right to amend such PHI, and (iii) the right to obtain an accounting of certain disclosures of their PHI to third parties, and the Facility reasonably believes Contractor is in possession or control of all or portions of such PHI that is not already in the possession or control of the Facility, the Facility shall notify Contractor in writing of the request.

18. **Notices.** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when (a) physically received in hand by the party to whom directed or (b) deposited in the United States mail when sent by certified or registered mail, postage prepaid, to the other Party at the following addresses (or at such other addresses as shall be given in writing by either Party to the other):

If to the Facility:

If to Contractor:

19. **Waiver of Breach.** The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be constituted as a waiver of any subsequent breach by any Party.
20. **Entire Agreement.** This Agreement constitutes the entire Agreement of the Parties hereto. No modification or amendment of any of the terms or provisions herein may be made otherwise than by written agreement signed by the Parties hereto.
21. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
22. **Parties Bound.** This Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns; provided, however, that neither party may assign this Agreement without the other party's prior written consent.



23. **Titles to Paragraphs.** The various titles of the paragraphs herein are used solely for administrative convenience and shall not be used for interpretation or construing any word, clause, paragraph or subparagraph of this Agreement.
24. **Laws Governing.** This Agreement shall be construed and interpreted according to the laws of the State of _____.
25. **Legal Fees and Costs.** If any action or proceeding is brought by Contractor or the Facility to enforce their respective rights under this Agreement, each Party shall be responsible for its own costs and attorneys' fees.
26. **Patient Complaints.** The parties agree to cooperate with each other in the resolution of any patient complaints arising out of any Anesthesia Services provided hereunder. All complaints shall be resolved in accordance with the procedures established by the Facility and this Agreement.
27. **Amendment/Modification of Agreement for Continued Compliance.** In the event that any provision of this Agreement becomes impermissible or unlawful, or otherwise has or may have an adverse impact upon the status of the Facility as a provider under the Medicare or Medicaid programs, or the Facility's accreditation by a relevant accrediting body, as a result of: (a) any law, (b) any rules, ruling or regulation enacted or promulgated by any federal, state or other governmental administrative body, (c) any court or governmental administrative agency decision, (d) any bond covenant, or (e) any relevant accreditation standard which has been implemented or changed, subsequent to the execution of this Agreement, then based upon the advice of legal or tax counsel to the Facility, if the Facility determines that such provision, as well as any other provisions of this Agreement, must be modified for this Agreement to remain in compliance with any such law, rule, regulation, decision or standard, the Facility shall give notice of such fact to Contractor. In such event, the parties shall have a period of thirty (30) days following the giving of such notice to renegotiate the affected provision(s) in a manner which preserves the original purposes and intent of this Agreement. If an agreement cannot be reached within such thirty (30) day period, either party may terminate this Agreement upon providing thirty (30) days prior written notice to the other Party.

IN WITNESS WHEREOF, this Agreement is signed as of the day and year first above written.



FACILITY

By: _____

Section 1.01 CONTRACTOR

By: _____

DISCLAIMER

The resources on this page may incorporate or summarize views, guidelines or recommendations of third parties. Links to third-party websites are inserted for informational purposes only and do not constitute endorsement of any material at those sites, or any associated organization. Any and all business resources, including but not limited to those referenced, provided, or linked to this page, are intended to be used for reference and general guidance only. The documents should not be duplicated without consideration for a specific business arrangement or situation. Nothing contained in any of the resources on this page constitute legal advice. No Attorney-Client relationship is established by use of any of the documents herein. Each CRNA utilizing this website or any resources included herein should consult with legal counsel in his or her state (or the State in which you intend to practice) to be properly advised on any laws or regulations governing his or her business practices. State laws vary and certain provisions or considerations provided in the resources on this page may or may not be applicable or enforceable.

The material and references are assembled and presented in good faith, but do not necessarily reflect a comprehensive analysis nor reflect the views of the AANA. The site will be updated and reference to additional resources will be added. Please check back for any updates and be certain to coordinate with legal counsel to verify that there have been no changes in the law or specific factors present that would affect the appropriate usage of any provision or information contained herein.

***This sample agreement is presented only as an example. It is intended to serve the purpose of familiarizing CRNAs with the various issues they should consider when entering into such an arrangement. However, this sample should not be used without further consultation with attorney. The law varies in each jurisdiction and local and state regulations can notably affect these types of agreements. Part of this sample agreement may be invalid, incomplete, or unenforceable based upon the jurisdiction in which it is executed and to be applied. In addition, the specific factual circumstances relating to any particular proposed transaction would like require changes to suit those circumstances.**

Version 1 – October 2015