



Anesthesia Services Agreement Checklist

Checklist

<input type="checkbox"/>	Services Provided	Scope of services should be clearly delineated
<input type="checkbox"/>	Providers/Personnel	Contract may include which providers will be providing services, whether CRNA only or a combination of CRNAs with other providers.
<input type="checkbox"/>	Director of Anesthesia Services/Main Contact	Contract may include provision for Director of Anesthesia Services or main contact for the contract. This individual will likely be accountable to the facility management for this contract.
<input type="checkbox"/>	Working with other provider	In the event a CRNA administers anesthesia in a jurisdiction that requires participation of another health care provider (e.g., supervision or collaboration with a physician) - be sure that those requirements are addressed in the Agreement.
<input type="checkbox"/>	Exclusivity	If applicable, the contract should address whether agreement is exclusive or whether there will be other providers administering anesthesia services.
<input type="checkbox"/>	Coverage	Contract should address the type of coverage provided (e.g., regular coverage, alternate coverage, weekends, call, etc.)
<input type="checkbox"/>	Term	Term will vary depending on the setting, but should be clearly defined. It is common to have one year term with option to renew.
<input type="checkbox"/>	Termination	Termination clause will vary based on the contract term, but it is common to have a 90 days termination notice for each party.
<input type="checkbox"/>	Breach	Parties should be given reasonable opportunity to cure breach.
<input type="checkbox"/>	Financial Arrangement	The contract should address how billing will be handled. Contract may also address any additional payments that may be provided to anesthesia provider to assure coverage.
<input type="checkbox"/>	Loss of Privileges	Some facilities may request that provider's privileges be terminated upon termination of the agreement. Contract may also address instances where a provider loses privileges during the term of the contract and ability to replace him/her with another provider.
<input type="checkbox"/>	Insurance	Contract may address professional liability insurance carried by each party.
<input type="checkbox"/>	HIPAA	Contract should indicate that each party will comply with HIPAA requirements.
<input type="checkbox"/>	Reports	Contract should address which events trigger notification from one party to the other.
<input type="checkbox"/>	Records	Contract may address how records (medical and otherwise) will be handled.
<input type="checkbox"/>	Equipment and Medications	Contract may address which party shall be responsible for provision and maintenance of equipment. Contract may address which party is responsible for provision of medications necessary to provide anesthesia services under this agreement.

<input type="checkbox"/>	Representations	Contract should address any representations that parties have made to one another (e.g., whether Anesthesia provider is a corporation or partnership, whether the entity where services are provided is a physician's office, ASC or a hospital).
<input type="checkbox"/>	Confidentiality	There should be a confidentiality provision that covers both parties.
<input type="checkbox"/>	Independent Contractor Status	There should be a provision that indicates that the provider of anesthesia is an independent contractor (unless the agreement states otherwise).
<input type="checkbox"/>	Compliance Provisions	Agreement should include sections indicating intent of both parties to comply with state and federal laws and regulations.
<input type="checkbox"/>	Indemnification Provision	Most agreements include indemnification provisions covering both parties.
<input type="checkbox"/>	Referrals	There should be a section indicating that that it is not the intent of the agreement to induce referrals of patients.
<input type="checkbox"/>	Notices	Agreement should indicate which parties receive notices.
<input type="checkbox"/>	Choice of State Law/Jurisdiction	Indicate under the laws of which the contract will be interpreted. Contract may also indicate jurisdiction where any disputes coming out of the agreement can be brought.
<input type="checkbox"/>	Legal Fees	Some contracts address which party is responsible for legal fees in the event of the dispute. The two most common provisions are: (1) each party pays its own: each party is responsible for its own legal fees and (2) prevailing party provision: whichever party prevails in the lawsuit will have its fees paid by the losing party.

* Please note that words 'contract' and 'agreement' are used interchangeably in this document.

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