



CRNA Independent Contractor Agreement Checklist

Applicable to CRNAs providing services as independent contractors
(e.g., locum tenens or independent CRNAs contracting anesthesia group/company)

<input type="checkbox"/>	Services Provided	Scope of services should be clearly delineated.
<input type="checkbox"/>	Independent Contractor Status	There should be a provision that indicates that the provider of anesthesia is an independent contractor.
<input type="checkbox"/>	Tax Considerations	There are various tax implications to one's status as an employee or an independent contractor. Additional resources on this subject can be found on the Internal Revenue Service (IRS) website: https://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Independent-Contractor-Self-Employed-or-Employee
<input type="checkbox"/>	Financial Arrangement	The contract should address how payment for services and billing will be handled.
<input type="checkbox"/>	Exclusivity	If applicable, the contract should address whether contract 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.
<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"/>	Loss of Privileges	Contract should address what happens in the instance where provider loses facility privileges during the term of the contract.
<input type="checkbox"/>	Insurance	Contract should 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 should address how records (medical and otherwise) will be handled.
<input type="checkbox"/>	Representations	Contract should address any representations that parties have made to one another.



<input type="checkbox"/>	Confidentiality	There should be a confidentiality provision that covers both parties.
<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"/>	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. The Contract may also indicate jurisdiction where any disputes coming out of the agreement can be brought.

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

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