



2026 Stillwater Drive

Gibsonia, PA 15044

1-855-GET-CRNA

INDEPENDENT CONTRACTOR AGREEMENT WITH RESTRICTIVE COVENANTS

This agreement is made this ____ day of _____, 201__ between _____, CRNA (hereinafter called "the Contractor"), and Avania Anesthesia, PC (hereinafter called "the Agent").

In consideration of the mutual promises of the parties, and for other good and valuable consideration, and intending to be legally bound, the Contractor and the Agent agree as follows:

1. The Agent shall search for work assignments for the Contractor as a certified registered nurse anesthetist (CRNA) at hospitals and/or other health care facilities. The Agent shall use its best efforts to negotiate competitive contract rates and/or remuneration on behalf of the Contractor.
2. The Contractor is free to accept or reject any work assignment offered by the Agent. The Contractor is free to perform services in addition to and outside of any work assignment offered by the Agent and agreed by the Contractor.
3. The Contractor shall have sole control over the manner and means of the services performed. The Contractor shall not be deemed an employee of the Agent for any purpose, including but not limited to, any local, state or federal laws regarding employment or compensation for employment. The Contractor shall be fully responsible for and shall furnish proof of liability insurance and current licensure by individual nursing boards an American Association of Nurse Anesthetists (AANA) certification or re-certification. The Contractor has full and sole responsibility for any and all applicable local, state, and federal income tax withholdings and contributions, and workers' compensation insurance. The Contractor agrees to accept the sole responsibility for accuracy of all credentialing and licensure materials. The Contractor shall indemnify and hold harmless the Agent from and against any and all liability for such obligations.
4. Any work assignment accepted by the Contractor will be completed in a professional manner. If the Contractor fails to complete a work assignment after having accepted the assignment, the Contractor shall be regarded as having breached this agreement.
5. During the term of this agreement, and for a period of two (2) years after the termination of this agreement, for any reason whatsoever, the Contractor shall not, directly or indirectly, accept any position at any hospital and/or health care related facility in a manner designed to avoid payment to Agent of its fees if during the term of this agreement Agent informed Contractor of the availability of a work assignment at said facility. A breach or circumvention of this agreement shall entitle the Agent, in addition to any other rights and remedies available at law, or at equity, or otherwise, to an injunction to be issued by any court of competent jurisdiction, without filing of a bond, enjoining and restraining the Contractor from violating any of the provisions of this paragraph. In addition to, and no in lieu of, any other damages or relief available to law at equity or otherwise, including injunctive, the Contractor will pay the Agent seventy-five thousand dollars (\$75,000) as liquidated damages for violating any of the restrictions of this paragraph.

Independent Contractor Initials_____

6. The Contractor authorizes the Agent and any of its associates or representatives to release any information the Agent determines may be material to the Contractor's placement including providing a curriculum vitae to perspective facilities and release Agent and any hospitals or healthcare facilities to which such information is disclosed, from and against any liability related thereto.
7. In the event of a breach of this Agreement, the Agent may at its election:
 - a) Terminate this Agreement, and thereafter bring such action as it may deem proper to protect its rights
 - b) Bring such action including injunctive, as may be necessary to compel the Contractor to comply with his/her obligations under this agreement.
 - c) Pursue such other remedies as may be available to it.
 - d) If the Agent initiates any proceedings, including injunctive, for breach of the Agreement, the Contractor shall pay all costs and fees, including attorney's fees, associated with such proceedings.
The parties agree that any proceedings in this matter shall be in Allegheny County, PA
8. Either party may elect to terminated this agreement at any time, for any reason, with or without reason, notice, or cause, subject to the restrictions and obligations assumed under this agreement, provided, however, that the restrictions set forth in paragraph 5 shall be deemed to have no effect and shall be null and void if this agreement is terminated by the Agent within thirty (30) days after its execution. This Agreement shall be fully enforceable if the Contractor terminates this Agreement at any time for any reason.
9. The contraction is responsible for keeping personal records of work history, expenses and wages earned on assignments referred by the Agent for purposes of future licensing, credentialing, tax filings, etc.
10. Applicant agrees to comply with any policies and procedures of the Group/Hospital with regard to the confidentiality of medical information including any policies and procedures of the Group/Hospital under the Health Insurance Portability and Accountability Act and its implementing regulations. Applicant further agrees to execute any Business Associate Agreement with the Group/Hospital required by the Health Insurance Portability and Accountability Act and its implement regulations
11. The Contractor agrees that in the event a situation occurs while on a work assignment referred by the Agent, which could possibly lead to a threat of a malpractice suit, the Contractor will ensure that proper notice is given to the Agent and the insurance carrier.
12. Both parties agree that a facsimile or photocopy or similar duplication of this agreement is as valid as the original.
13. If any court of competent jurisdiction declares any part or provision of this agreement to be invalid or unenforceable, the entire Agreement shall not fail on account thereof, but the balance of this Agreement shall continue in full force effect.
14. The Contractor agrees to comply with the policies and regulations of the Joint Commission on Accreditation of Healthcare Organizations.

IN WITNESS THEREOF, the parties execute this agreement understating they shall be legally bound.

Avania Anesthesia, PC _____
 Authorized Representative Date

Independent Contractor _____
 CRNA Signature Date