



Physician Independent Contractor Agreement Review Checklist

Client/company name:

Contract purpose:

Date:

Introduction, Status, and Background

Contractor Status

- Am I clearly listed as an independent contractor?

Opening Paragraph

- Is the date accurate?
- Is my name or business name (and address, if listed) correct?
- Is the agreement with the appropriate company?

Recitals

- Are the recitals accurate to me and my situation?

Services, Term, and Compensation

Term and Termination

- When does the contract begin?
- When and how does the contract terminate?
- How much notice is required to terminate the contract?
- Does the contract renew automatically?

Contractor Services and Duties

- Does the contract clearly describe the work I will perform?
- What are the requirements with regard to my license and certification?
- Can I use a sub-contractor or other hired help to perform any aspects of the work?
- What are the restrictions for where and how my services are carried out?
- Does the language provide me with the ability to use my own professional judgement?

Compensation

- How much will I be paid?
- When will I be paid?
- What actions, deliverables, or services does my payment depend on?
- Do I need to submit invoices?
- What, if any, expenses are covered or reimbursed by the client?
- For ongoing work, are payment increases automatically provided?

Obligations

- What insurance is required and who is responsible for obtaining it?
- What restrictions are placed on the use and sharing of the company's information?
- Are the obligations "fair" to both the client and to me?
- Is the company required to comply with me on reasonable requests?

Restrictions

- If there is a non-competition clause, is it acceptable to me?
- Am I restricted as to whether I can accept work from other companies?
- How will this contract affect me after I stop working for this company?

Copyright and Intellectual Property

- Who owns the work I complete for the client?
- Will I be listed as an author or inventor?

General Provisions

- Do I understand the gist of each provision?
- What provisions or stipulations will affect any disagreements with the client?
- What state's laws will be used in interpreting the agreement?

Additional Articles and Signatures

- Do I understand and agree with any additional articles and sections?
- If I'm doing work through my LLC or other small business, is my title listed?
- Did I receive a fully executed copy of the contract after signing?