

## Independent Contractor Agreement

I hereby apply to you and request that you register me with your firm for assignment of me as a/an \_\_\_\_\_ (this agreement will cover Nursing, Radiology, Ultrasound, Nuclear Medicine, Echo Cardiology, Laboratory, Physical Therapy, Medical Transcription, Physician, Dental Hygienist, Pharmacy Tech and Pharmacist) in response to any request you may receive for an assignment of a/an \_\_\_\_\_. I certify to you that I am Board Certified as a/an \_\_\_\_\_ by the State of \_\_\_\_\_ with License Number of \_\_\_\_\_. I appoint and authorize you, your successors or whomever you assign, to serve and act as my factoring agent in making any such assignment for my services and to freely do so in your sole and exclusive judgment in making the selection of any such assignment without any requirement or obligation upon you from me to make any particular assignment.

Further, I am, and shall continue to work as an independent contractor in my performance on any assignment made by you for my services pursuant to this request. You shall serve and act in the capacity of my factoring agent in performing a service for me when you assign me to fill a request for an assignment and I shall indemnify and hold you harmless and shall unconditionally relieve you from and for any and all liability from or for any claims, including but not limited to any payments and/or expenses related to a claim, resulting from my performance or actions or failure thereof. I shall be responsible for any and all damages that are a result of my actions or inaction whether this action or inaction is intentional or unintentional. If the Facility is not satisfied with either quality or quantity of the work performed by me and the Factoring Agency deems it not advantageous to bill the Facility for my time, I will not receive factored funds for any work that is not billed and/or paid for by the Facility.

Further, as an independent contractor, I will not seek or accept employment (temporary, full time, or part time) with any Facility that you have referred to me during the term of this agreement, and within one year from the date of cancellation of this agreement without allowing the Factoring Agent to represent me. In the event that permanent placement is obtained, I understand that you shall receive not less than ten (10) percent and not more than twenty-five (25) percent of my annual income from that Facility as compensation (fee) for procuring such permanent placement which fee shall be an obligation of and payable by the Facility. Should the Facility not compensate the Factoring Agent as set forth above shall continue until revoked by me in writing, personally signed by me and I have obtained signed receipt acknowledging delivery thereof to you. You may cancel this agreement by the same kind of notice to me.

I agree to keep you informed of my current mailing address (other than a post office box) and telephone number for as long as you serve as my agent. I have retained a copy of this letter executed in duplicate originals and accepted by you.

It is understood and agreed that I am not covered under any form of workman's compensation insurance unless, I the contractor have provided it for myself. It is also understood that funds that I receive from MCS are funds that have been factored from the invoice sent to the facility. I am responsible for any taxes levied that are applicable to any factored funds received, which may or may not include taxes levied by Local, State, Federal, or any taxing authority.

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Signature

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Date