

Dear Doctor,

Before filling out an application, please contact us to determine need for your specialty in your location and to discuss other issues and requirements.

**A. Consultant's Application Checklist**

- \_\_\_ Consultant agreement
- \_\_\_ Consultant application
- \_\_\_ Worker's Compensation application or proof of worker's compensation certification
- \_\_\_ Office Locations: If applicable.
- \_\_\_ W-9 completed and signed
- \_\_\_ Scheduling and Payment Agreement
- \_\_\_ Electronic Signature Form
- \_\_\_ Copy of your current CV/resume
- \_\_\_ Copy of current state medical licenses
- \_\_\_ Copy of board certification, letter from certifying board can be used in lieu of actual document.
- \_\_\_ Copy of current malpractice insurance or signed authorization to be covered under MCN's umbrella policy

## B. Consultant Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between Medical Consultants Network, Inc., (hereinafter "MCN") and \_\_\_\_\_ (hereinafter "Consultant"). The parties agree as follows:

1. MCN is in the business of arranging medically related consultation services between third parties and experts in various medically related fields. Consultant is duly trained and licensed in the field of \_\_\_\_\_ and represents that he/she is authorized to practice \_\_\_\_\_ in the State of \_\_\_\_\_. MCN wishes from time to time to refer requests for consultation services from third parties to Consultant, and Consultant wishes to provide such consultation services to said third parties, pursuant to the terms and conditions set forth herein. Consultant agrees that if his or her said authorization to practice changes, he or she will immediately notify MCN and will not accept any referrals if not then currently authorized to practice in the state where the consultation is scheduled to take place.
2. MCN is not obligated to refer to Consultant any requests for consultation services and Consultant may in his or her discretion reject any referral made by MCN. When Consultant accepts a referral for consultation services made by MCN, the parties agree, subject to the provisions of paragraph 8 below, that Consultant shall be paid at a rate consistent with MCN's current consultant fee schedule. The parties further agree that MCN shall not exert any control or influence over Consultant in regard to the substance of any opinion rendered by Consultant in response to a client's consultation request. Consultant agrees to cooperate with MCN to ensure that the form of any written reports or responses to a client comply with the requirements of MCN and the client. It is the intent of the parties that any consultation services provided by Consultant be independent and objective.
3. Consultant understands that with regard to consultation services provided to a client, it may be necessary to provide sworn testimony concerning the subject matter of the consultation. Consultant agrees that with regard to any such consultation services provided, Consultant shall use reasonable efforts to cooperate in providing such testimony as may be requested by a client.
4. Consultant agrees to maintain professional liability insurance, which would cover claims made against Consultant concerning the performance of any consultation services performed pursuant to this agreement with minimum liability limits of \$1,000,000. Consultant understands that MCN is not obligated to provide any liability insurance coverage, which would include consultant as an insured. Further, the parties agree that should MCN and/or Consultant be named as parties in any litigation by a third party which concerns or arises from consultation services provided by Consultant, that neither party has a contractual obligation by virtue of the relationship created by this agreement to indemnify and/or hold harmless the other party in regard to any such claims. However, Consultant agrees to hold MCN, its employees, agents, officers, and directors harmless from and against any claims, liability, damage or cost Consultant may have arising out of a referral from MCN to provide consultation services to a client.
5. MCN and Consultant agree that their relationship is not one of "employer/employee" and that nothing contained herein shall be construed to create an "employer/employee" relationship. MCN and Consultant further agree that this Agreement is not exclusive, meaning Consultant is free to perform similar consulting services for any other entity as he or she chooses. MCN and Consultant further agree that MCN is not responsible for any employment related taxes, including, but not limited to, federal income tax withholding, social security, state industrial insurance, state unemployment compensation, and B&O taxes (if any), concerning any services provided by Consultant under this Agreement.
6. Consultant understands that he or she may gain access to information deemed confidential by MCN in the course of performing consultation services under this Agreement to include, but not limited to, finances, marketing, distribution, clients, pricing, vendors, business, and MCN's internal practices, protocols and procedures not generally known to the public. Consultant agrees that he or she is obligated to treat said information as confidential and proprietary and further agrees that he or she shall not disclose said information to anyone outside MCN nor shall he or she use said information to compete with or otherwise damage MCN's business. Consultant further agrees that he or she shall not solicit employees of MCN, or otherwise attempt to cause such employees, to obtain employment outside of MCN.

7. Consultant agrees that he or she shall fully comply with all relevant rules and regulations concerning the confidentiality of medical and health related information obtained while providing consultation services under this Agreement. Consultant further agrees that with regard to any consultation services provided hereunder that he or she shall not in any way solicit individuals examined or evaluated for the purpose of providing treatment or other related expert services.
8. MCN will make every reasonable effort to collect fees for any consultation services provided by Consultant. However, if MCN is unable to collect the fee from a client for consultation services provided by Consultant, MCN is not obligated to pay Consultant for his or her services.
9. Consultant agrees that he or she has reviewed the "Consultant's Manual" and further agrees that he or she shall comply with the protocols contained therein when providing consultation services per this Agreement.
10. Nothing contained in this Agreement shall be construed to give any rights or benefits to any entity that is not a party to this Agreement.
11. This agreement contains the entire Agreement, and supersedes all prior agreements and understanding, whether oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may only be waived, changed, amended, or modified by a further agreement in writing signed by both parties.

By: \_\_\_\_\_  
Erica L. Seversen  
Medical Consultants Network, Inc.

Date: \_\_\_\_\_

Consultant Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Consultant Application

<b>Consultant Application</b>					
Name (Last/First/Middle Initial)			Date of Application		
Social Security Number		Tax ID Number		Citizenship	
Place of Birth		Age	Sex	Date of Birth	
Main Office Address			Phone		
City/State/Zip			Fax		
2 <sup>nd</sup> Office Address			Phone		
City/State/Zip			Fax		
State Medical License Number			Expiration		
DEA Number		Highest Schedule Approved		Expiration	
Medical Malpractice Insurance Policy Number			Dates of Coverage		
American Board Specialty Eligibility			Date Eligible		
American Board Specialty Certificate		Date		Certificate #	
American Board Specialty Certificate		Date		Certificate #	
Most Recent American Board Recertification		Date		Certificate #	
Other Specialty Interest Certification		Date		Certificate #	
Other Specialty Interest Certification		Date		Certificate #	
Current Hospital Admitting Privileges		Type		Date Granted	
Please answer the following questions:				Check appropriate box	
1. Has your license to practice medicine ever been restricted, limited, revoked, suspended, or in any way changed by a state licensing or medical disciplinary board?				Yes	No
2. Have you ever been denied initial hospital privileges, not had them renewed despite re-application, or had them terminated?				Yes	No
3. Have you been refused a requested specialty medical or professional society membership?				Yes	No
4. Have you ever been asked to resign or not renew a specialty, medical or professional society membership?				Yes	No
5. Have you ever been refused medical malpractice insurance or been refused renewal of your medical malpractice insurance?				Yes	No
6. In the previous 5 years, have you ever had an alleged medical malpractice action filed against you that resulted in an out-of-court settlement, court-ordered settlement, or judgment against you?				Yes	No
7. Do you have any alleged medical malpractice actions filed against you pending or have suspicion of an imminent such action against you?				Yes	No
8. Have you ever been convicted of a felony?				Yes	No
9. Do you have any medical, psychiatric or substance abuse problem that might affect your ability to perform objective evaluations?				Yes	No

10. Have you been excluded, suspended from, or otherwise barred from participation in any federal reimbursement program including but not limited to Medicare, Medicaid, or any other federal or federally assisted program?	Yes	No
If you answered "yes" to any of the questions above, please explain fully on a separate sheet of paper and staple it to the back of this form.		
1. A doctor is considered actively practicing if he has perform an average of eight hours of direct patient care over the last two years. Are you currently practicing an average of eight or more hours per week?	Yes	No
2. If not when did you retire from active practice? ____/____/____	Yes	No
3. Have you performed IMEs in the past? If so, for how long? _____	Yes	No
4. If your initial examination was set in your facility, would you be willing to perform IMEs in your own office?	Yes	No
5. If you will be scheduling in your office, do you have same-gender chaperones as needed based on physician/patient request?	Yes	No
6. Do you have a sample report (devoid of protected health information)? <u>Is so, please attach it to this form.</u>	Yes	No
7. Are you available for deposition? Fee for deposition \$ _____	Yes	No
8. Do you speak a foreign language? Which one(s)?	Yes	No
I, _____, attest that the information reported in this application is true. I realize that any purposeful misreporting may be adequate reason to refuse or terminate my appointment to Medical Consultants Network, Inc. My signature below also constitutes an unencumbered release to any and all agencies, persons, institutions, boards, etc., listed in this application to provide information relevant to this application to Medical Consultants Network, Inc.		
Signature	Date	

**C. OFFICE LOCATIONS**

**Please list all of your office locations below. Additionally, please indicate if the doctor has a set schedule for this office (i.e. works here every Thursday from 8am to 5pm). Note: All payments to the doctor will be sent to the address printed on the W-9 included in this package:**

Location Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Business Email: \_\_\_\_\_

Number to Call  
When Scheduling  
in this Office: \_\_\_\_\_

Scheduling Contact  
For this Office: \_\_\_\_\_

Dr.'s Schedule for  
This Office: \_\_\_\_\_

Location Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Number to Call  
When Scheduling  
in this Office: \_\_\_\_\_

Scheduling Contact  
For this Office: \_\_\_\_\_

Dear Consultant:

We at Medical Consultants Network would like to introduce you to our Electronic Signature Program.

To take advantage of this service, please complete the enclosed signature form and return it by mail to MCN.

1. The report is dictated in to MCN's 1-800-Dial-in Dictation Services within 48 hours of the examination. For on-site work the report is dictated into a dictation machine and transcribed by our staff.
2. The first draft of the report is faxed to your office within 48 hours in order for you to review the report you have dialed in. On-site the report is either faxed or can be viewed on MCN.com (HIPAA secure website designed for that purpose).
3. Any necessary changes are either dictated on dial-in faxed, or phoned into MCN, or changed via the web on MCN.com.
4. The last details are incorporated into the report and MCN faxes the final draft with an authorization for electronic signature forms.

**We will never attach your signature without having  
a signed authorization form.**

Please feel free to call our Client Service Specialists at **1-800-636-3926** if you have any questions or would like to find out more about our services.

Name (please print)\_\_\_\_\_

We ask for you to sign your name two times for purposes of a clear signature to be electronically scanned. Please sign below, slightly larger that you would normally, with a thick, black pen.

Please return to: Client Services Department

1.

2.