



## Pediatric Resources

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### *DRG Service and Price List - Pediatric Resources*

Pediatric Speech Pathologist for Campbell Unified School District

Two days per week during school year

**Daily Rate \$680 per 8 hour day**

- Hours worked outside of the two days per week will be billed at an hourly rate of \$85.00.
- A 45 day cancellation period is required for cancellation of contract.

What These Rates Include: Professional liability insurance, general liability, workers compensation insurance and all payroll and employee benefit expenses.

DRG also provides staffing in the areas of medical management, medical social work and mental health. Please call for rates.

*Effective September 2, 2016*

## DRG SERVICE AGREEMENT

This agreement made and entered into on September 6, 2016 between Discharge Resource Group, a California corporation, hereinafter referred to as "DRG", and CAMPBELL UNION SCHOOL DISTRICT hereinafter called the "Client".

DRG Agrees to:

1. Provide personnel experienced and well qualified in their designated areas of expertise. Personnel shall perform all of their work, duties, and obligations in strict accordance with approved methods and practices in their professional specialty. These personnel will perform services also in accordance with personnel policies and professional standards established by the Client.
2. Provide access to its personnel records for the purpose of verifying education and experience of all DRG personnel to the Client or any appropriate State or Federal Client.
3. Maintain at its own expense and throughout the term of this agreement policies of professional liability insurance covering services rendered by them under this agreement as well as policies of comprehensive general liability and worker's compensation insurance. DRG agrees to indemnify the Client from any and all liability, losses, expenses, or damages that the Client may suffer as a result of claims, demand, cost judgments, or interest against DRG arising out of its performance and carrying out of the services provided by DRG to the Client.
4. Comply with the Health Insurance Portability and Accountability Act of 1996 as a "business associates" within the meaning of the Privacy Standards. As a Business Associate DRG shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any PHI (Protected Health Information) that it creates, receives, maintains, or transmits by electronic media on behalf of the client, DRG, the Business Associate shall not use PHI except as permitted or required by this Agreement or as required by law. All uses shall be limited to the minimum amount of PHI necessary for DRG to perform the services for which it has been retained by the client.

In consideration of the above services to be performed by personnel of DRG, the Client agrees to:

1. Pay DRG the current applicable charges for the service(s) rendered. Please refer to the attached service and price list. Prices are subject to change at any time with at least 30 days advance notice to the Client.
2. Accept a monthly billing statement from DRG, or at other intervals agreed upon by DRG and the Client and remit payment within 30 days of receipt. Any delay in billing by DRG or any reliance by the Client on funding or payment by any source whatsoever shall not alter the Client's obligation to make prompt and complete payment to DRG.
3. Abide by the hire away and cancellation policies outlined below.
4. Comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". Client agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.  
Client will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.
5. Client agrees to pay \$680.00 per 8 hour day for services rendered. Hours worked outside of two days per week, will be billed at an hourly rate of \$85.00.

**HIRE AWAY POLICY:** The staff provided to your institution are employees of DRG and not Independent Contractors. DRG is not normally an employment placement agency and we prefer to maintain our staff in order to provide consistency in service to our clients. In the event that the Client approaches a DRG employee, or is approached by a DRG assigned employee, regarding employment, we require immediate notification. This will allow us to plan appropriately. The Client, at the time a decision is made to hire a DRG employee (either for a full-time or part-time position), agrees to notify the Director of DRG of the hiring decision. If the job offer is accepted by the DRG employee, the client agrees that the employee shall continue on the DRG payroll for a period of **NINETY (90) calendar days** after acceptance of the job. At the end of this time the employee can transfer to the Client payroll and become a permanent employee of the Client.

DRG

9/6/2016  
Date

Carol Block  
Signature

Carol Block  
Please print name

Director of Pediatric Resources  
Title

DRG dba PEDIATRIC RESOURCES  
1845 Hamilton Avenue  
San Jose, CA 95125  
Phone: 408.377.0900  
Fax: 408.377.0904

CAMPBELL UNION SCHOOL DISTRICT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please print name

\_\_\_\_\_  
Title

CAMPBELL UNION SCHOOL DISTRICT  
155 N. 3<sup>RD</sup> Street  
Campbell, CA 95006  
Phone: 408.364.4200 ext. 6253  
Fax: 408.341.7250