



12-8

CLIENT STAFFING SERVICE AGREEMENT

This Staffing Service Agreement (the "AGREEMENT") is made and entered into as of June 7th, 2018 and between **CROSS COUNTRY STAFFING, INC. on behalf of itself and its affiliates, including but not limited to NEW MEDISCAN II, LLC DBA MEDISCAN STAFFING SERVICES ("MEDISCAN")** and **CAMPBELL UNION SCHOOL DISTRICT ("FACILITY")** with reference to the following facts:

FACILITY wants to contract with MEDISCAN to be a provider to FACILITY for FACILITY's staffing needs during the contract period and on the terms and conditions set forth below.

NOW, THEREFORE, MEDISCAN and FACILITY agree as follows:

1. **TERM:** Commencing on **June 7th, 2018** and continuing until **June 12th, 2019**. FACILITY shall fill its staffing needs from STAFF employed and provided by MEDISCAN hereunder (the "STAFF"). Either party may terminate this AGREEMENT at any time with or without cause by giving at least sixty (60) days written notice to the other party.
2. **SCOPE OF SERVICES:** MEDISCAN shall provide STAFF to FACILITY when requested by FACILITY. MEDISCAN is in compliance with federal and state regulations, and adheres to HIPAA and TJC standards. FACILITY shall have, and be responsible for, daily supervision over STAFF including, without limitation, providing (a) a safe, harassment free, **abusive conduct free** and discrimination free workplace, (b) all necessary and appropriate equipment for the work to be performed by the STAFF in the workplace environment, (c) all necessary and appropriate safety and operational training of STAFF on such equipment and concerning such environment and (d) full compliance with all applicable **federal and state wage and hour laws; safety laws and other regulatory laws**. FACILITY shall provide parking for all STAFF at no cost to either MEDISCAN or STAFF. FACILITY shall properly provide all STAFF with all breaks and meal periods required pursuant to California law. FACILITY shall reimburse MEDISCAN for cost, including penalties, incurred by MEDISCAN if FACILITY fails to comply with this requirement.
3. **QUALIFICATIONS AND FLOATING:** MEDISCAN shall only refer an employee for an assignment if such employee has demonstrated clinical and supervisory competence as defined by FACILITY's standards for staff performance. MEDISCAN shall provide to FACILITY a validation of such employee's competency related to the assignment and verification of negative TB test result obtained within the last 4 years prior to first date of STAFF being placed on assignment with FACILITY, if requested. MEDISCAN shall conduct Department of Justice finger printing of all STAFF referred to FACILITY.

FACILITY shall provide employees with instructions regarding FACILITY policies. Floating is not permissible unless STAFF is oriented to alternate areas and has demonstrated competency within the alternate unit.

4. **PROTECTED HEALTH INFORMATION AND CONFIDENTIALITY:** The use of Protected Health Information (PHI) by MEDISCAN and STAFF shall be limited to those purposes that are necessary to perform its obligations under this AGREEMENT. The disclosure of PHI by MEDISCAN shall be limited to those purposes that are necessary to perform its obligations under this AGREEMENT. FACILITY acknowledges that as part of this agreement, they will learn confidential information that is proprietary