



## CLIENT STAFFING SERVICE AGREEMENT

This Staffing Service Agreement (the "AGREEMENT") is made and entered into as of June 7<sup>th</sup>, 2017 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 7<sup>th</sup>, 2017** and continuing until **June 12<sup>th</sup>, 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

information that is necessary to accomplish this Agreement. Confidential information is inclusive of STAFF personnel information, bill rates, fees for permanent placements, and all terms and conditions of this agreement. It is agreed that FACILITY will not disclose any confidential information to any person or entity orally, in writing, or by inspection without written consent from MEDISCAN. Should a breach in confidentiality occur, it is acknowledged that legal remedies including injunctive relief may be sought. MEDISCAN understands that this Agreement will be acted upon and made available to the public as part of FACILITY's public Board Meeting.

5. **FEES:** FACILITY shall pay to MEDISCAN for all services rendered by MEDISCAN to FACILITY the amounts "set" forth on the attached Schedule of Fees. FACILITY shall pay to MEDISCAN for staffing services provided during the following periods at 1.5 times the rate shown on the Schedule of Fees (the "Holiday Rate"): New Year's Eve commencing at 11:00 p.m. on December 31st, New Year's Day, Martin Luther King Day, Memorial Day, July 4<sup>th</sup>, Labor day, Thanksgiving Day, Christmas Eve commencing at 11:00 p.m. on December 24<sup>th</sup> and Christmas Day and all periods for which overtime is required to be paid by California or federal law. All hours in excess of eight (8) hours on Holidays shall be billed at double time. All shifts commenced during one of the foregoing periods shall be paid at the Holiday Rate for the entire shift.
6. **BILLING AND INVOICING:** All amounts required to be paid to MEDISCAN are due upon MEDISCAN sending of its invoice therefore to FACILITY which shall be the invoice date shown on the invoice. FACILITY has an obligation to pay MEDISCAN hereunder; payment shall not be subject to offset. In the event any invoice is not paid within 30 days of the invoice date, FACILITY shall pay to MEDISCAN a delinquency charge computed on FACILITY outstanding balance as of the date of each invoice equal to one and one half percent per month from the date of each invoice, together with collection costs and fees, including attorneys' fees incurred in connection with collection of such amounts or ensuing arbitration and/or litigation, until each such invoice and all delinquency and attorneys' fees and costs are paid in full. The delinquency charge shall not exceed the maximum amount permitted by law. All invoices shall be conclusively determined to be accurate and the amount set forth therein due and owing unless, within 30 days of the invoice date, FACILITY has caused MEDISCAN to receive a written statement setting forth all of the reasons why it asserts that such invoice is inaccurate in whole or in part. It is the clients responsibility provide MEDISCAN with advance written notification should pre-approval be required for STAFF to work any and all overtime hours prior to said hours being worked. Should any billing disputes arise, FACILITY is required to notify MEDISCAN in writing within thirty (30) days of the invoice date. Disputes should be reported to [accounting@mediscan.net](mailto:accounting@mediscan.net). Should any adjustments/corrections be made the original payment terms will be in place. In the event any invoice is not paid within 30 days of the invoice date, MEDISCAN, at its sole discretion, may suspend services without prior notice.
7. **INSURANCE:** MEDISCAN, at no cost to FACILITY shall maintain policies of Workers Compensation and General Liability insurance, and a policy of Professional Liability insurance, providing coverage in the amount of at least One Million (\$1,000,000.00) Dollars per occurrence and Three Million (\$3,000,000.00) Dollars aggregate per year. Upon request, MEDISCAN shall furnish evidence of the insurance to FACILITY.
8. **SUBCONTRACTORS:** In all instances wherein MEDISCAN has or will enter into an agreement with any agent or subcontractor, MEDISCAN will bind, the agent or subcontractor to the same restrictions, terms and conditions of this agreement.
9. **OPTIONAL CONVERSION TO PERMANENT EMPLOYEE STATUS:** FACILITY recognizes and acknowledges that MEDISCAN spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining qualified healthcare staff. FACILITY shall not hire, nor attempt to hire, directly or indirectly, personally or through an agent or agency, contract with or hire directly

any staff after the latest date of verbal and/or written introduction, referral, or date of work for a period of one (1) year without payment of the Placement Fee. Should FACILITY wish to enter into a permanent placement agreement, independent contract agreement, and/or refer STAFF to a third party for employment, FACILITY agrees to pay an amount equal to \$18,750 or 35% (whichever is greater) of the STAFF's first year's annual salary.

FACILITY shall be required to immediately pay to MEDISCAN the Placement Fee for each STAFF, in the event that (a) FACILITY hires, directly or indirectly (e.g., through another staffing company or through an affiliated medical FACILITY), while employed by MEDISCAN and/or within one year of the termination of such employee's employment with MEDISCAN or (b) FACILITY causes, the Staff member directly or indirectly, to leave the employment of MEDISCAN.

All amounts required to be paid to MEDISCAN are due upon candidate's first day of service at FACILITY or the Facility to which STAFF member is referred. FACILITY's obligation to pay MEDISCAN under this provision shall not be subject to offset. Late fees will be assessed for late payments.

- 10. INDEMNIFICATION:** MEDISCAN shall hold harmless and indemnify FACILITY, its officers, agents, Board members and employees from and against actions, claims, losses, damages, suits or other proceeding, including payment of reasonable attorneys' fees, which may arise as the result of performing the work under this AGREEMENT, caused in whole or in part by any negligent act or omission of MEDISCAN or anyone directly or indirectly employed by MEDISCAN. FACILITY shall hold harmless and indemnify FACILITY, its officers, agents and employees from and against actions, claims, losses, damages, suits or other proceeding, including payment of reasonable attorneys' fees, which may arise as the result of FACILITY's obligations under this AGREEMENT, caused in whole or in part by any negligent act or omission of FACILITY or anyone directly or indirectly employed by FACILITY.

FACILITY and MEDISCAN each agree that they shall only be liable to the other party under this section for the proportionate liability or relative share of negligence allocated to such party based on the negligent acts or omissions of itself or its employees. Further to the above, MEDISCAN shall not have an obligation to indemnify FACILITY in the event such claim is caused by FACILITY's failure to comply with federal, state or local laws applicable to FACILITY or its employees while MEDISCAN employees are on assignment with FACILITY.

- 11. INDEPENDENT RELATIONSHIP:** MEDISCAN has the required background, experience and expertise to perform work to be done and has agreed to do so in accordance with the terms and conditions of this AGREEMENT.

It is understood and agreed that no relationship of employer-employee exists between the parties to this AGREEMENT.

MEDISCAN's assigned personnel shall not be entitled to any benefits payable to employees of FACILITY. FACILITY is not required to make any deductions or withholdings from the compensation payable to MEDISCAN under provisions of this AGREEMENT; and as an independent contractor, MEDISCAN indemnifies and hold FACILITY harmless from any and all claims that may be based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

It is further understood and agreed to by the parties to this AGREEMENT that MEDISCAN, in the performance of its obligations under this Agreement, is subject to the control or direction of FACILITY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed under this this AGREEMENT, and not the means, methods, or sequence used by MEDISCAN for accomplishing the results.

If, in the performance of this AGREEMENT, any third person is employed by MEDISCAN, such person shall be entirely and exclusively under the direction, control and supervision of MEDISCAN. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. FACILITY agrees to schedule and supervise all personnel while on assignment with MEDISCAN and provide all personnel with all meal periods and rest breaks required by law. FACILITY shall reimburse MEDISCAN for any costs, including penalties, incurred by MEDISCAN should FACILITY fail to comply with this requirement.

It is further understood and agreed that as an independent contractor and not an employee of FACILITY, neither MEDISCAN nor MEDISCAN's assigned personnel shall have any entitlement as a FACILITY employee, right to act on behalf of FACILITY in any capacity whatsoever as agent, nor to bind FACILITY to obligation whatsoever.

It is further understood and agreed that MEDISCAN must issue W-2 and 941 forms for income and employment tax purposes, for all of MEDISCAN's assigned personnel under terms and conditions of this AGREEMENT.

MEDISCAN, by execution of this AGREEMENT, certifies that it does not discriminate against any person upon the bases of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices. MEDISCAN also certifies that it will comply with all applicable provisions of the Americans with Disabilities Act.

FACILITY will prepare and furnish to MEDISCAN upon request such information as is reasonably necessary for the performance of MEDISCAN to this AGREEMENT.

All costs incurred by MEDISCAN in performing the services specified in this AGREEMENT shall be the responsibility of MEDISCAN, and MEDISCAN will not demand, and FACILITY will not pay any costs, expenses, or moneys not expressly provided for in this AGREEMENT.

12. **INSURANCE:** MEDISCAN shall take out and maintain during the period of this AGREEMENT such general liability, worker's compensation and vehicle insurance to protect MEDISCAN and FACILITY in MEDISCAN's performance under this AGREEMENT.
13. **EXTENT OF AGREEMENT:** This AGREEMENT is a complete statement of the AGREEMENT between FACILITY and MEDISCAN. There are no other agreements between us, either written or oral. Each party hereto has had the opportunity to have the terms of this AGREEMENT reviewed by independent counsel; as a result of which, each term hereof shall be interpreted as though it was drafted jointly by FACILITY and MEDISCAN.
14. **BINDING AGREEMENT:** Except as specifically set forth herein above, this AGREEMENT shall be binding upon FACILITY and MEDISCAN, and their respective successor, assigns, and agents.
15. **NO WAIVERS:** No waiver of the provisions of this AGREEMENT shall be deemed to, nor shall it constitute waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless expressly executed in writing by the party making the waiver.
16. **GOVERNING LAW:** This AGREEMENT shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of California, without giving effect to the principles of conflicts of laws thereof.

17. **SEVERABILITY OF AGREEMENT:** If a court holds any provision of this AGREEMENT to be invalid, unenforceable, or void, the remaining portion of this AGREEMENT shall remain in full force and effect.
18. **VENUE:** Los Angeles County, California shall be the exclusive jurisdiction and venue for resolution of any dispute pertaining to or arising out of this agreement
19. **NONBINDING ARBITRATION OF DISPUTES:** The parties shall have all rights provided by the Federal Arbitration Act and, if applicable, California law, to seek nonbinding arbitration of any dispute, except medical malpractice or negligence, regarding this Agreement. In the event of any express or implied conflict between the Federal Arbitration Act and California law, the Federal Arbitration Act shall govern. To that end, no impediments to the invocation of this provision shall arise by virtue of any provision of California law which by its terms is focused upon the exercise of contractual dispute resolution procedures. The prevailing party in any such nonbinding arbitration shall be awarded its reasonable costs and attorney's fees incurred in connection with the dispute. With respect to any effort to enforce the above-stated nonbinding arbitration provision or any other controversy or claim arising out of or relating to this Agreement, each party hereto consents to the personal jurisdiction over such party of the Courts of the State of California and that venue is proper in Los Angeles County. In the event any action (nonbinding arbitration and/or court proceeding) is brought by either party arising out of or concerning this Agreement, the prevailing party in such action shall be entitled to recover as an element of its cost of suit, and not as damages, reasonable attorney's fees to be fixed by the court or arbitration panel. "Prevailing party" shall be the party who is entitled to recover its cost of suit, whether or not the suit proceeds to final judgment.
20. **NOTICES:** The parties' respective Notice Address and Notice Fax Number are set forth below above the party's signature. A party's Notice Address and Notice Fax Number may be modified via a written notice of such change given pursuant to the Notice Procedure set forth below.

Made and entered into as of the date first set forth above.

**Campbell Union School District**  
 155 N Third Street  
 Campbell, CA 95008  
 ATTN: Chiara Perry, Special Education  
 Email: Cperry@campbellusd.org  
 PH: (408) 364-4200

**Cross Country Staffing, Inc.**  
 21050 Califa St.  
 Woodland Hills, CA 91367  
 Phone: 818-462-0000  
 Fax: 818-401-2125

\_\_\_\_\_  
 Signature:  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature:  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## Contact Information

Facility Name: Campbell Union School District  
Staffing Contact Person: Chiara Perry  
Title: Director of Special Education  
Direct Number: 408-341-7219  
Email Address: cperry@campbellusd.org

Billing Address: 155 North Third Street  
● Campbell, CA 95008

Billing Contact: Adriana Valencia  
Billing Email: avalencia@campbellusd.org  
Billing Phone Number: 408-364-4200 ext. 6253

PO (if applicable): \_\_\_\_\_

Would you prefer Invoices emailed or Mailed?  Emailed  Mailed