



phone 818.444.8544 | fax 818.401.2125 | www.mediscan.net
21050 Califa Street, Woodland Hills, CA 91367

CLIENT STAFFING SERVICE AGREEMENT

This Staffing Service Agreement (the “AGREEMENT”) is made and entered into as of April 19th, 2017 and between **NEW MEDISCAN II, LLC DBA MEDISCAN STAFFING SERVICES** (“MEDISCAN”) and **PERRIS UNION HIGH 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 **April 19th, 2017** and continuing until **June 30th, 2017**. FACILITY shall fill its staffing needs from STAFF employed and provided by MEDISCAN hereunder (the “STAFF”). This Service Agreement will not automatically renew. 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.
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, if requested. MEDISCAN shall conduct 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.

- FEES:** FACILITY shall pay to MEDISCAN for all services rendered by MEDISCAN to FACILITY the amounts “set” forth on the attached Registry Billing Rates. 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 4th, Labor day, Thanksgiving Day, Christmas Eve commencing at 11:00 p.m. on December 24th 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.

MEDISCAN’s Schedule of Fees are subject to annual increase of five percent. Thirty days prior to the annual renewal term, FACILITY may notify MEDISCAN of its intention not to accept the increased Schedule of Fees (“Notice of Intention”). In such event, MEDISCAN may, at its option, elect to continue to provide staffing services hereunder at the Schedule of Fees then in effect or terminate its obligations hereunder by providing FACILITY of its intention to terminate the contract upon receipt of FACILITY Notice of Intention.

The total cost of services provided under this agreement are not-to-exceed \$30,600 through June 30, 2017.

- 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. 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.
- 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. MEDISCAN will also maintain in effect its Automobile Liability Insurance with limits of One Million (\$1,000,000) Dollars. FACILITY shall be named as additional insured on the General, Professional and Auto liability policies and endorsements. 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**

10.1 FACILITY shall save and hold MEDISCAN harmless from and against and shall indemnify MEDISCAN for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of FACILITY or any of its agents, subcontractors, employees or other representatives. If MEDISCAN is sued in any court for damages by reason of any of the acts of FACILITY, its agents, subcontractors, employees or other representatives referred to in this Section, FACILITY shall defend said action (or cause same to be defended) at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If FACILITY fails or neglects to so defend such action, MEDISCAN may defend the same and any expenses, including reasonable attorney's fees, which MEDISCAN may pay or incur in defending said action and the amount of any judgment which MEDISCAN may be required to pay shall be promptly reimbursed by FACILITY upon demand.

10.2 Notwithstanding the forgoing, nothing contained in the Agreement is intended, nor shall it be construed, to create any responsibility on the part of FACILITY for any liability, including but not limited to claims for damages, loss, cost, expense or damage arising out of:

- a. The negligent or intentional acts or omissions of Mediscan, its shareholders, employees, independent contractors, or agents

10.3 FACILITY shall defend, indemnify and hold harmless MEDISCAN, its agents, subcontractors, employees, or other representatives from and against any and all claims,

demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, resulting in any manner, directly or indirectly, from:

- a. The negligent or intentional acts or omissions of FACILITY, its shareholders, employees, independent contractors, or agents and/or
- b. The negligent or intentional acts or omissions of employees of FACILITY in circumstances where the act or omission giving rise to a potential claim occurred at the specific direction of Mediscan or its employees, independent contractors, or agents.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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

17. **ARBITRATION OF DISPUTES:** The parties shall have all rights provided by the Federal Arbitration Act and, if applicable, California law, to seek arbitration of any dispute 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 arbitration shall be awarded its reasonable costs and attorney's fees incurred in connection with the dispute. The party agrees to waive their respective rights to resolve any disputes in court or by a jury and, instead, consent to mandatory arbitration of any dispute, before a single neutral arbitrator under the auspices of the American Arbitration Association and that such arbitration be conducted in Los Angeles, California, with each side to advance one half of the arbitrator's estimated fee, pending the award of costs therein. With respect to any effort to enforce the above-stated 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 (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.

18. **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.

Perris Union High School District

1151 North "A" Street

Perris, CA 92570

Phone: 951-943- 6369

Email: cindy.barris@puhsd.org

CC: nick.newkirk@puhsd.org

New Mediscan II, LLC. DBA

Mediscan Staffing Services

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: _____

REGISTRY BILLING RATES (2016-2017)

<u>Classification</u>	<u>Hourly Rate</u>	<u>Hours/wk</u>
School Psychologist	\$85	40

Perris Union High School District

Signature: _____ **Title:** _____ **Date:** _____

Contact Information

Facility Name: _____

Staffing Contact Person: _____

Title: _____

Direct Number: _____

Email Address: _____

Billing Address: _____

Billing Contact: _____

Billing Email: _____

Billing Phone Number: _____

PO (if applicable): _____

Would you prefer Invoices emailed or Mailed? Emailed Mailed