mediscan
school-based therapy
21050 Califa Street · Woodland Hills, CA 91367
p. 877.630.2044
f. 818.401.2123

CLIENT STAFFING SERVICE AGREEMENT

This Staffing Service Agreement (the "AGREEMENT") is made and entered into as of **January 15th, 2015** and between **MEDISCAN THERAPY SERVICES** ("MEDISCAN") and **San Leandro Unified** ("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 **January 26th, 2015** and continuing for a term of a year. FACILITY shall fill its staffing needs from STAFF employed and provided by MEDISCAN hereunder (the "STAFF"). This Service Agreement may at the end of such term be automatically renewed for successive one year periods unless terminated sooner, as hereinafter set forth: Either party may terminate this AGREEMENT at any time with or without cause by giving at least thirty (30) 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 JCAHO standards. FACILITY shall have, and be responsible for, daily supervision over STAFF including, without limitation, providing (a) a safe, harassment 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 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:** 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.

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 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.

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. 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, any of STAFF while such staff person is employed by MEDISCAN without written consent and payment of the Placement Fee associated with the conversion to permanent status.

   FACILITY and MEDISCAN agree that it would be reasonable to charge the greater of Ten Thousand Dollars ($10,000) or twenty percent (20%) of the employee's annual salary as a Placement Fee. This permanent Placement Fee is not intend to be a penalty, but rather represents the parties' best estimate of the amount that would compensate MEDISCAN for its expenses.

   FACILITY may decide to offer permanent employment to a MEDISCAN employee during the staffing assignment with written consent and payment of the Placement Fee. The Placement Fee is based on the first year annual salary offered to MEDISCAN employee and the hours worked by the MEDISCAN employee for the

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FACILITY prior to the conversion to permanent status:

Conversion Timeframe	Commission Percentage
0 - 160 hours	$10,000 or 20% Salary
161 - 520 hours	17% Salary
521 hours to 1040 hours	15% Salary
1041- 2080 hours	10% Salary
>2080 hours	5% Salary

FACILITY shall immediately pay to MEDISCAN the Placement Fee for each STAFF 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 180 days of the termination of such employee's employment with MEDISCAN or (b) FACILITY causes, 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. FACILITY has an obligation to pay MEDISCAN hereunder shall not be subject to offset. Late fees will be assessed for late payments.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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

16. **ATTORNEYS' FEES:** If any party to this agreement shall retain an attorney to enforce their rights hereunder or to defend any lawsuit arising out of this agreement, the prevailing party shall be entitled to recover, in addition to such other relief, reasonable attorneys fees and court costs.

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17. **INDEMNITY:** The parties each agree to save, indemnify and hold harmless the other party, its affiliates, officers, directors, employees and agents against any and all claims, suits, losses, damages, liabilities, actions, judgments and expenses based upon, arising out of or attributable to the negligent or intentional acts or omissions by the other party, its agents, employees or assigned personnel, in connection with the terms and conditions of the Agreement.

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.

San Leandro Unified
14735 Juniper St
San Leandro, CA 94579
Phone: 510-667-3500
Email: vforrester@slusd.us

Mediscan Therapy Services
21050 Califa St.
Woodland Hills, CA 91367
Phone: 877-630-2044
Fax: 818-401-2125

Vict. RRt
Signature:
Printed Name: Victoria Forrester
Title: Director
Date: 1/22/15

Signature: _____
Printed Name: _____
Title: _____
Date: _____

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REGISTRY BILLING RATES
(2014-2015)

San Leandro Unified School District
14735 Juniper St
San Leandro, CA 94579

Classification	Hourly Rate
LVN **Irene Kacinski**	**$39/hr**

Estimated Start Date: January 26th, 2015
Estimated End Date: June 11th, 2015

Signed by _____ **Date** _____