



CSI Catalano's Nurses Registry, Inc
7522 Wiles Road Suite #102
Coral Springs, Florida 33067
Phone: 954-340-6900
Fax: 855-240-9618

SUPPLEMENTAL STAFFING AGREEMENT

This is an agreement for CSI Catalano's Nurses Registry, Inc., (hereinafter "Catalano's") to provide supplemental staffing services on an "as needed" basis to **Northwest Focal Point Senior Center (hereinafter "Facility")**.

Catalano's agrees to follow all rules and protocols established by Facility. Facility agrees to be billed directly for services provided to their clients and will pay Catalano's as a subcontractor. The hourly rates to be billed to Facility will be as follows:

CNA/HHa:	<u>\$16.00 per hour</u>
LPN:	<u>\$35.00 per hour</u>
RN:	<u>\$42.00 per hour</u>

Time and one half will be charged for holidays including New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

Time and one half will also be charged for any referred independent contractor who works greater than 40 hours per week (Monday through Sunday).

Catalano's will present weekly invoices. The Facility shall pay Catalano's within thirty (30) days from the date of the invoice. All amounts not paid within 45 days from invoice will be subject to an interest charge of 18% per annum on any unpaid amounts for such invoice period.

Once a shift is confirmed by Catalano's, any changes including cancellation must be received within two (2) hours of confirmed start time, or Facility will be billed a 2-hour regular rate minimum. STAT calls will be billed for the entire shift if caregiver arrives at Facility within one hour of confirmation.

The Facility agrees that it will not employ in any capacity any caregiver that was referred to the Facility by Catalano's for a period of 180 days following the completion of a work assignment. There will be a \$25,000.00 fee assessed per caregiver if hired during this timeframe.

The contract will be in effect until modified or cancelled with 30 days notice in writing by either party. The rates will be guaranteed for one year from the date of execution of this Agreement.

INDEMNIFICATION: To the extent permitted by Florida law, Catalano's agree to indemnify, defend, save and hold harmless the Facility, their officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Catalano's and persons employed or utilized by Catalano's in the performance of this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the Facility may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes.

INSURANCE: Catalano's shall obtain, at Catalano's expense, all necessary insurance in such form and amount as required by Facility. Catalano's shall provide Facility with a Certificate of Insurance naming the Facility as additional insured prior to beginning any work under this Agreement.

VENUE: This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

WAIVER OF JURY TRIAL: The parties of this Agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon this contract arising out of, under, or in connection with the matters to be accomplished in this agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

NO WAIVER: No waiver of any provision, covenant, or condition within this Agreement or of the breach of any provision, covenant or condition within this Agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.

SCRUTINIZED COMPANIES: Vendor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, Florida Statutes. In addition, vendor agrees to observe the requirements of Section 287.135, Florida Statutes, for applicable sub-agreements entered into for this performance of work under this agreement. Pursuant to Section 287.135, Florida Statutes, the Facility may immediately terminate this Agreement for cause if the vendor, its affiliates, or its subcontractors are found to have submitted a false certification, or if the vendor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of this Agreement. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

PUBLIC RECORDS: Catalano's shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- A. Keep and maintain public records required by the FACILITY to perform the service
- B. Upon request from the FACILITY's custodian of public records, provide the FACILITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or the agreement if CATALANO'S does not transfer the records to the FACILITY.
- D. Upon completion of the Agreement, transfer, at no cost, to the FACILITY, all public records in possession of CATALANO'S or keep and maintain public records required by the FACILITY to perform the service. If CATALANO'S transfers all public records to the FACILITY upon completion of the Agreement, CATALANO'S shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CATALANO'S keeps and maintains public records upon completion of Agreement, CATALANO'S shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the FACILITY, upon request from the FACILITY's custodian of public records, in a format that is compatible with the information technology systems of the FACILITY.

E. IF CATALANO'S HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CATALANO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: (954) 973-0300

Email Address: karindiaz@margatefl.com

Mailing Address:

Northwest Focal Point Senior Center
6009 NW 10th Street
Margate, Florida 33063

ACCEPTANCE

CSI Catalano's Nurses Registry, Inc

**7522 Wiles Road Suite #102
Coral Springs, Florida 33067
Phone: 954-340-6900
Fax: 855-240-9618**

Mary C. Donovan, RN
Senior Vice President
(Print Name and Position)

Signature Date

ACCEPTANCE

**Northwest Focal Point
Senior Center District
6009 NW 10th Street
Margate, Florida 33063
Phone: 954-973-0300
Fax: 954-969-0242**

(Print Name and Position)

Signature Date