



SERVICE AGREEMENT

This AGREEMENT is made by and entered into between Universal Health Staffing Services, hereinafter referred to as "Staffing Service", and Northwest Focal Point Senior Center District, Margate, Florida, hereinafter referred to as the "Agency". The Agency requires the services of qualified, Licensed Practical Nurses, Certified Nursing Assistants, and other health care or administrative workers.

GENERAL PROVISIONS

1. All services rendered by the Staffing Service for the Agency will be given in accordance with the plans, regulations, rules and established procedures of the Agency and those of Universal Health Staffing Services and the laws and regulations of the State of Florida.
2. The geographical area in which these services are to be delivered will be that of Broward County, State of Florida.
3. Services provided to clients by the Staffing Service, referred by the Agency, shall only be performed in a facility operated by the Agency.

RESPONSIBILITIES OF THE AGENCY

4. It will be the responsibility of the Agency to bill and collect fees for services rendered by the Staffing Service.
5. In principle, the Agency will not solicit the services or hire any of the employees of the Staffing Service. On a case by case basis, however, requests for direct hire of UHSS Contractors by the Agency will be approved by UHSS as long as they have been employed for at least 4 months by the Agency.

RESPONSIBILITIES OF THE STAFFING SERVICE

6. The Staffing Service will provide personnel for the Agency, the Agency will retain responsibility for the control and supervision of the services rendered.
7. It will not be the responsibility of the Staffing Service to preserve or store clinical records and notes in the Staffing Service location.
8. The Staffing Service agrees not to disclose confidential information relating to any and all business practices or associations of the Agency to any other persons or entities having contact with the Agency, or to any person or entity not under the current employment of the Agency.
9. The Staffing Service agrees to provide to the Agency in a timely manner, any client-related records, documents and such other related items that it might acquire.
10. The Staffing Service agrees to provide to the Agency all personnel documentation required by government and Agency regulations.
11. The Staffing Service will be paid by the Agency for the services rendered based on the number of hours invoiced, but contingent on documentary evidence from work reports filled out by its employees and verified by the Agency. A fee schedule is attached.
12. Invoices are due in 30 days or before from the date of their receipt at the Agency.
13. This contract shall be effective as of the date of its execution and shall be valid for a period of one year. The contract shall automatically renew for additional periods of one year unless terminated by either party with thirty days prior written notice.
14. **INDEMNIFICATION:** The Staffing Service agrees to indemnify, defend, save, and hold harmless the Northwest Focal Point Senior Center District and the City of Margate, their officers and employees, from or on account of all damages, losses, liabilities and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Staffing Service and persons employed or utilized by the Staffing Service in the performance of this agreement.



**UNIVERSAL HEALTH STAFFING SERVICES, STAFFING RATES FOR
MARGATE NORTHWEST FOCAL POINT SENIOR CENTER, 2015**

<u>SERVICES</u>	<u>STAFFING RATES (per hour)</u>
Licensed Practical Nurse	\$22.00
Certified Nursing Assistant	\$13.00
Home Health Aide	\$12.00

15. 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 in the Seventeenth Judicial Circuit in and for Broward County, Florida.
16. Waiver of Jury Trial: The parties to 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 the 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.

STAFFING SERVICE

THE AGENCY

THE AGENCY

Name:

Title: Administrator

Name:

Title: Project Director

Name:

Title: Board Chair

Date:

Date:

Date: