



# THE SERVICE COMPANIES

## The Service Companies Services Agreement

This agreement between The Service Companies, Inc., with its principal office located at 2900 Monarch Lakes Boulevard, Suite 202, Miramar, FL 33027 ("STAFFING FIRM"), and Alma Vla of San Rafael located at 515 Northgate Drive San Rafael CA 94903 ("CLIENT"), is made effective as of February 5th, 2020 and will continue for a period of 1 year until February 5th, 2021. This contract will automatically renew after one (1) year, if no notice given by CLIENT.

**Bill Rates(\*):** Our bill rates include the employee's hourly wage, and all deductions required by State and Federal legislation -- including employer's contribution for FICA taxes, providing Unemployment and Worker's Compensation, liability insurance and fidelity bonding, San Francisco sick leave, and commuter ordinances as well as other deductions and benefits paid to or on behalf of our employees such as the required San Francisco Health Care Security Ordinance (HCSO) hourly expenditure per employee. Additionally, all administrative charges are covered, including preparation of W-2 forms at the end of the year. \*\*

Position	Bill Rate
Public Attendant / Host	\$34.95
Server	\$35.95
Dishwasher / Utilities	\$34.95
Grill / Line Cook	\$36.95
Prep Cook	\$35.95
Lead Cook	\$37.60
<b>* STAFFING FIRM observes the following Holidays:</b>	
New Year's Day	
Easter Sunday	
Memorial Day	
Independence Day	
** If/When travel pay is required, STAFFING FIRM	
will notify CLIENT in writing ahead of time.	
<b>*On these dates normal bill rate will increase 1.5X.</b>	

STAFFING FIRM may, on occasion, increase the rates set forth in proportion to any legislatively mandated new or increased cost which may be required by federal, state, or local law commencing upon the effective date of such new or increased cost, such as FICA State Unemployment Tax. Changes may also include any new or increased cost associated with the passage of a federal or state law mandating any benefits for employees.

**Health Care Security Ordinance (HCSO):** STAFFING FIRM intends to be in compliance with the San Francisco HCSO and the Affordable Care Act. STAFFING FIRM either provides medical benefits or contributes to an irrevocable reimbursement account in accordance with the HCSO.

**Five-hour Minimum:** We require a five-hour minimum workday. If an employee is scheduled to work a minimum of five hours in one day and the employee is sent home in less than five hours due to a lack of work, the employee will be paid for five hours and THE CLIENT will be billed for five hours. **Show-up:** In the event you cancel the employee's assignment and the employee is already on his/her way to work, or at the location, the five-hour minimum will be applied, and THE CLIENT will be billed for five hours.

**Cancellation of Event:** There will be a 50% cancellation fee of estimated hours for the Event if cancelled within 36 hours of the scheduled start time. The parties agree that the minimum hours for the Event are 5. For Saturday, Sunday and Monday jobs all cancellations or order changes need to be received by Friday morning at 9 a.m. PST to avoid fees.

**Guarantee:** STAFFING FIRM guarantees that the assigned employees that they recruit and assign to CLIENT will have the qualifications CLIENT requests. If CLIENT finds any assigned employee's qualifications or general work-related behavior lacking and lets STAFFING FIRM know within one (1) hour, STAFFING FIRM will not charge for the first two (2) hours of the assignment and will make reasonable efforts to replace the assigned employee immediately.

**Employee Timesheets:** STAFFING FIRM pays its employees weekly. In order to accommodate this and ensure accurate invoicing, we utilize paper time sheets, which will be provided to you by your local staffing manager. These time slips will have the names of the staff reporting to your event or business as well as a place to indicate time in, time out and break time. The time slip requires the initials of the staff as well as the signature of the client to ensure the validity of the recorded time by all parties. After the shift, please return via email or by fax to your local staffing manager, the following business day.

**Employee Breaks:** Per California labor laws an employee: a. must receive a 10-minute break for every 4 hours that they work provided the shift is at least 5 hours; b. must receive an uninterrupted 30-minute break after 5 hours, except when the workday will be completed in 6 hours or less and there is mutual employer/employee consent to waive the break period. If working more than 8 hours additional breaks must be provided

**Hiring a STAFFING FIRM Employee:** Should THE CLIENT wish to hire an employee of STAFFING FIRM as a permanent employee, conversion fees and/or hiring fees will apply. Hiring options include:

1. If THE CLIENT maintains the employee as an employee of STAFFING FIRM for at least 120 days with a minimum of 690 hours worked then THE CLIENT can hire STAFFING FIRM's employee with a Conversion fee of \$0. THE CLIENT must notify STAFFING FIRM if they decide to hire an employee.
2. THE CLIENT may hire any employee of STAFFING FIRM working less than 120 Days and 690 hours after paying a Temporary-to-Hire Conversion fee to STAFFING FIRM for each employee. The temporary-to-hire conversion fee is only applicable while the employee is working at CLIENT through STAFFING FIRM and six months after the last time the client hired a particular employee of STAFFING FIRM. Subsequent to the aforementioned six-month period described above, the Temporary-to-Hire Conversion fee shall be 0.00.

## **1 CONFIDENTIALITY**

1.1 The Agency acknowledges and agrees that all tangible and intangible information, including but not limited to information regarding personnel, compensation, benefit structure, management and organizational structure, corporate strategies, clients, projects, markets, pricing and processes, revealed, obtained or developed in the course of or in connection with the performance of its obligation

under this Agreement shall be considered as confidential and proprietary information to the Company and shall not be disclosed to any third party, without prior written consent of the Company, and shall not be used for any purpose other than to fulfill the requirements of this Agreement. The Agency also acknowledges that the name "Elder Care Alliance" is trademarked and the Agency shall not use such trademark in any sales or marketing publication or advertisement without the prior written consent of the Company.

## **2 NON - EXCLUSIVITY**

**2.1** The Agency acknowledges that this Agreement is non-exclusive and that the Company retains the right to use other employment agencies and/or to solicit candidates directly on Company's behalf.

## **3 INDEMNIFICATION**

**3.1** This Agreement shall be governed by and construed in accordance with the Laws of the State of California.

**3.2** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings, oral or written, pertaining to the subject matter hereof. There are no representations or warranties made by either party and there are no assurances given by either party, except as specifically stated herein. Headings herein are for convenience only and shall not limit in any way the scope or interpretation of any provision of this Agreement.

**3.3** No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provisions of this Agreement and no waiver shall be effective unless made in writing.

**3.4** This Agreement shall not be amended except by written agreement duly executed by both parties.

**3.5** This Agreement shall not be assigned by the Agency without the written approval of the Company. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

**3.6** This Agreement may be executed and delivered in any number of counterparts each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. A party's transmission of facsimile of a copy of this Agreement duly executed by that party shall constitute delivery by that party of an executed copy of this Agreement to the party receiving the transmission.

**3.7** The parties have executed this Agreement as of the date first set forth above.

**3.8a** Agency agrees to indemnify and hold Company, its agents, employees, and officers harmless from and against any and all liabilities, including, but not limited to, damages, losses, actions, or causes of action, costs, and expenses related to property of Company or of any third party, or to personal injury or death, related to, caused by or arising from the negligent acts or failure to act or intentional misconduct of the Agency, its agents, employees, officers, or any workers supplied by the Agency to Company.

**3.8b** Company agrees to indemnify and hold Agency, its agents, employees, and officers harmless from and against any and all liabilities, including, but not limited to, damages, losses, actions, or causes of action, costs, and expenses related to property of Agency or of any third party, or to personal injury or death,

related to, caused by or arising from the acts or failure to act of the Company, its agents, employees, officers, or any workers supplied by the Agency to Company.

**3.9** In the event that either party is required to institute legal action to enforce any part of this Agreement, the prevailing party shall be entitled to reimbursement of reasonable court costs and attorney fees incurred.

**Payment Terms:** Qualified CLIENTS who provide good credit references to STAFFING FIRM will be granted terms. ALL invoices are Due Upon Receipt.

**Finance Charge:** CLIENT agrees to pay interest on any unpaid balances after thirty (30) days from the date of the invoice, at the compounded rate of 1.5% per month (Annual Percentage Rate of 18%) or the maximum legal rate, whichever is lower, calculated from the date of receipt of the invoice.

**Term of Agreement:** The Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 24 hours written notice. No provision of this Agreement may be amended or waived unless agreed to in writing signed by both parties.

**Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.**

AlmaVie of San Rafael

CLIENT



Signature

Phil Altman

Printed Name

V.P. Operations

Title

2/6/2020

Date

STAFFING FIRM: THE SERVICE COMPANIES

Angelina Zervas

Signature

Angelina Zervas

Printed Name

Operations Manager

Title

2/6/2020

Date

*Agreement Provided By: Lisa Powers*