



## FACILITY STAFFING AGREEMENT

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 5<sup>th</sup> day of November, 2020, by and between **Snohomish Health District** located at 3020 Rucker Ave., Everett, WA 98201, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 6021 244<sup>th</sup> ST SW, Suite 400 Mountlake Terrace, WA 98043 referred to in this Agreement as "MAXIM."

### RECITALS

**WHEREAS**, FACILITY operates a county health department located in WA and wishes to engage MAXIM to provide personnel to supplement FACILITY's staff.

**WHEREAS**, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to FACILITY.

**THEREFORE**, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to the following terms and conditions.

### ARTICLE 1. TERM OF AGREEMENT

**Section 1.1 Term.** This Agreement will be in effect for one (1) year and will continue indefinitely until terminated pursuant to Section 1.2 of this Agreement.

**Section 1.2 Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

### ARTICLE 2. RESPONSIBILITIES OF MAXIM

**Section 2.1 Services.** Maxim will, upon request by FACILITY, provide one or more licensed healthcare providers (i.e. LPNs, LVNs, RNs, CNAs) or other non-clinical personnel ("Non-Clinical Personnel") as specified by FACILITY (collectively Personnel) for supplemental staffing services, subject to the availability of qualified Personnel. In the event FACILITY requires MAXIM to provide nonclinical Personnel with the Personnel Requirements as outlined in Section 2.2, FACILITY shall notify MAXIM in writing of its request to abide by such Personnel Requirements. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by FACILITY, MAXIM will provide FACILITY with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

**Section 2.2 Personnel.** MAXIM will supply FACILITY with Personnel who meet the following criteria and will provide evidence of the following to FACILITY prior to Personnel's start date:

- 1) Possess current state license/registration and/or certification.

- 2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.
- 4) Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, criminal background check(s) (and drug screenings as requested in writing).
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

**Section 2.3 Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon full execution of this agreement.

**Section 2.4 Use of Independent Contractors and Subcontractors.** Personnel provided to FACILITY are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide advance written notification to FACILITY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to FACILITY. Any Personnel provided to FACILITY by an independent contractor will be subject to the same qualifications as MAXIM employees.

**Section 2.5 Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. FACILITY shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

### **ARTICLE 3. RESPONSIBILITIES OF FACILITY**

**Section 3.1 Orientation.** FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to FACILITY. FACILITY shall review instructions regarding confidentiality (including patient and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the FACILITY as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the FACILITY'S specific policies and procedures provided to MAXIM for such purpose.

**Section 3.2 Requests for Personnel.** FACILITY will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by FACILITY at the time of the initial call.

**Section 3.3 Short-notice Requests.** MAXIM will bill FACILITY for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

**Section 3.4 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

**Section 3.5 Responsibility for Patient Care.** FACILITY retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.

**Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at FACILITY, FACILITY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. FACILITY understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the FACILITY to render temporary service(s) and are not assigned to become employed by the FACILITY. The FACILITY further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that FACILITY, or any affiliate, subsidiary, department, or division of FACILITY hires, employs or solicits MAXIM Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of twenty five percent (25%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 25%). The obligations set forth in this Section shall survive the termination of this Agreement.

This Section 3.6 notwithstanding, FACILITY may hire any Personnel provided by MAXIM once Personnel have completed a minimum number of hours of work for FACILITY through MAXIM, according to the following schedule:

Aggregate Hours Worked By Personnel For Client in a Twelve (12) month period	Conversion Fee
Prior to completing 520 hours	25 % of annualized starting salary
After Completions of 520 hours	20 % of annualized starting salary
After Completions of 780 hours	15 % of annualized starting salary
After Completions of 900 hours	10 % of annualized starting salary

After Completions of 1040 hours

0 % of annualized starting salary

- Section 3.7 Non-Performance.** If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, or in Facility's discretion do not meet its needs, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior written approval of the FACILITY.
- Section 3.8 Right to Dismiss.** FACILITY may request the dismissal of any MAXIM Personnel for any reason. FACILITY agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.
- Section 3.9 Float Policy.** Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. FACILITY will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification.
- Section 3.10 Insurance.** FACILITY will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. FACILITY will give MAXIM prompt written notice of any material change in FACILITY coverage. FACILITY does not maintain traditional insurance coverage. MAXIM acknowledges that FACILITY'S membership in the Enduris risk pool satisfies or exceeds the aforementioned insurance requirements.
- Section 3.11 Incident Reports.** FACILITY shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the FACILITY and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

#### **ARTICLE 4. MUTUAL RESPONSIBILITIES**

**Section 4.1 Non-discrimination.** Neither MAXIM nor FACILITY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

#### **ARTICLE 5. COMPENSATION**

**Section 5.1 Invoicing.** MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to FACILITY every week for Personnel provided to FACILITY during the preceding week. Invoices shall be submitted to the following address:

**Snohomish Health District  
3020 Rucker Ave Everett, WA 98201  
ATTN: Accounts Payable**

**Section 5.2 Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. FACILITY will send all payments to the address set forth on the invoice.

**Section 5.3 Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

**Section 5.4 Annual Rate Increases.** FACILITY agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

#### **ARTICLE 6. TRAVEL SERVICES**

**Section 6.1 Travel Services.** In addition to the Services outlined herein, MAXIM provides supplemental travel staffing services and agrees to assign such personnel ("Travel Personnel") to work such specified assignments as agreed to by the Parties. To the extent Travel Personnel are assigned, the terms of this Article shall apply.

**Section 6.2 Interviews.** MAXIM will provide FACILITY with names of Travel Personnel interested in traveling assignments and provide all pertinent information requested by FACILITY for an interview. FACILITY reserves the right to conduct a telephone or video interview with any Travel Personnel prior to accepting such Travel Personnel for assignment. If FACILITY requests a face-to-face interview, MAXIM will bill FACILITY for cost of travel and lodging. FACILITY has the opportunity to interview all interested Personnel recruited by MAXIM, before said Travel Personnel provide Services. Therefore, MAXIM will not have any liability to FACILITY if said Travel Personnel fails to meet his/her requirements. Additionally, FACILITY will not be relieved of paying MAXIM the established fees set forth in this Agreement for said Travel Personnel.

**Section 6.3 Travel Coordination.** MAXIM shall be solely responsible for coordinating Travel Personnel's travel assignments to FACILITY including housing, payroll and related functions.

- Section 6.4 Travel Assignment Cancellation.** MAXIM may cancel the remaining term of an assignment with notification to FACILITY. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Travel Personnel within fourteen (14) days from the date of notification.
- Section 6.5 Assignment Continuation.** FACILITY agrees that all Travel Personnel introduced by MAXIM and/or accepted for assignment by FACILITY, will continue to work future FACILITY assignments solely as employees of MAXIM during the term of this Agreement.
- Section 6.6 Travel Assignment Cancellation for Convenience.** FACILITY agrees to utilize Travel Personnel for the specified period of time, outlined in the Assignment Confirmation. Should FACILITY staffing needs change and FACILITY wishes to cancel Travel Personnel already being utilized on contract, FACILITY must give MAXIM fourteen (14) days' notice before cancellation date. If FACILITY does not provide required notice, FACILITY will be required to pay MAXIM a fee equal to: the sum of seventy-two (72) hours of such Personnel's rate subtracted by any hours worked by Travel Personnel after notice is given (calculated as Travel Bill Rate x 72 Hours - Hours Worked after cancelation notice). MAXIM will make reasonable effort to place Travel Personnel in other facilities in the area.
- Section 6.7 Travel Personnel Non-Performance.** If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, or in Facility's discretion do not meet its needs, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.
- Section 6.8 Confirmations.** Each assignment will be confirmed in writing with the specific hourly rates to be charged for specific Travel Personnel to work a specific assignment. Assignment Confirmations (Exhibit B) will be sent via electronic mail, facsimile, or reliable carrier as agreed upon by the FACILITY and MAXIM. In the event that FACILITY fails to respond to the Assignment Confirmation within two (2) business days, the FACILITY will be deemed to have accepted the terms in said Assignment Confirmation and FACILITY will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.
- Section 6.9 Incorporation of Assignment Confirmations.** FACILITY agrees that any Assignment Confirmation(s) and/or Attachment(s) attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) and/or Attachment(s) will govern.

## ARTICLE 7. GENERAL TERMS

**Section 7.1 Independent Contractors.** MAXIM and FACILITY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor FACILITY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

**Section 7.2 Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

**Section 7.3 Indemnification.** MAXIM agrees to indemnify, hold harmless, and defend FACILITY, and its directors, officers, agents, employees, and elected officials from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent, reckless or intentional, performance of MAXIM, its directors, officers, employees, subcontractors, or agents under this Agreement only. FACILITY agrees to indemnify and hold harmless and defend MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent, reckless or intentional, performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement.

**Section 7.4 Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

**Section 7.5 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Snohomish Health District  
3020 Rucker Ave  
Everett, WA 98201  
ATTN: Shawn Frederick

Maxim Healthcare Staffing Services, Inc.  
7227 Lee DeForest Drive  
Columbia, MD 21046  
ATTN: Contracts Department

COPY TO:

Maxim Healthcare Staffing Services, Inc.  
6021 244<sup>th</sup> St SW, Suite 400  
Mountlake Terrace, WA 98043  
ATTN: Rhiannon Mirante

- Section 7.6 Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 7.7 Entire Contract; Counterparts.** This Agreement constitutes the entire contract between FACILITY and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.
- Section 7.8 Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of FACILITY is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of FACILITY to request Personnel shall result in no penalty to FACILITY or any party claiming by or through it and shall not constitute a breach of this Agreement.
- Section 7.9 Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify FACILITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 7.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 7.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the state courts of the State of Washington in Snohomish County and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 7.12 Limitation on Liability.** Neither MAXIM nor FACILITY will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- Section 7.13 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 7.14 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the FACILITY, or the best interests



of patients. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

## **ARTICLE 8. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION**

### **Section 8.1 Confidentiality.**

**A. MAXIM/FACILITY Information.** The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

**B. Terms of this Agreement.** Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

**C. Patient/Customer Information:** Neither party nor its employees shall disclose any financial or medical information regarding patients/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by FACILITY, MAXIM and patient/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

**D.** The obligations set forth in this Section shall survive the termination of this Agreement.

**Section 8.2 HIPAA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that FACILITY may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by



**ATTACHMENT A**  
**MAXIM HEALTHCARE STAFFING SERVICES, INC.**  
**FACILITY STAFFING RATES FOR:**  
**SNOHOMISH HEALTH DISTRICT**

Charges will be based on the following hourly rate schedule effective **August 4, 2020**:

Service	Bill Rate
RN	\$75
LPN COVID 19 Tester	\$60
RN COVID19 Tester	\$80
Epidemiologist	\$80
Non-Licensed Contact Tracer	\$38
Admin	\$35

**Overtime.** Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

**Rate Increase.** Rates will increase annually by 3%

**Holidays.** Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)	Thanksgiving Day
New Year's Day	Labor Day
Memorial Day	Christmas Eve (from 3 PM)
Independence Day	Christmas Day
Easter	Presidents Day
Martin Luther King Day	Pioneer Day (Utah Only)

SNOHOMISH HEALTH DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES,  
INC.:

*Shawn Frederick*

[Shawn Frederick \(Nov 5, 2020 13:20 PST\)](#)

Signature

*Andrea Torres*

[jutorres@maxhealth.com](mailto:jutorres@maxhealth.com)

Signature

Shawn Frederick, Administrative Officer

Printed Name & Title

Andrea Torres, Assistant Controller

Printed Name & Title

Nov 5, 2020

Date

11/12/2020

Date