

STAFFING SERVICES AGREEMENT

This Staffing Services Agreement (“Agreement”) is entered into effective 22-Jun-23, by and between **Snohomish County**, a political subdivision of the State of Washington, located at 3020 Rucker Ave., Suite 306, Everett, Washington 98201, referred to in this Agreement as “Customer,” and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 24120 Van Ry Blvd, Suite 400, Mountlake Terrace, WA 98043, referred to in this Agreement as “Maxim.”

RECITALS

WHEREAS, Customer has a need for supplemental healthcare staffing at its offices located in Washington State; and

WHEREAS, Maxim operates a staffing agency that provides supplemental healthcare staffing services.

NOW, 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, Customer and Maxim hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

“Agreement” means this Staffing Services Agreement entered into as of the Effective Date between Maxim and Customer, including all Attachment(s) attached hereto entered into by Maxim and Customer.

“Assignment Confirmation” means the details as agreed upon between Customer and Maxim for Assignment Personnel Providing Assignment Services.

“Assignment Personnel” means collectively Local Assignment Personnel and Travel Assignment Personnel providing Assignment Services.

“Assignment Personnel Rate” means a rate agreed upon between Customer and Maxim for that specific Assignment Personnel, as specified in “Attachment C” and controls where different from Base Rates set forth in “Attachment A.”

“Assignment Services” means Services for a specific term and length of the time, as more specifically set forth in Section 8.1 herein and “Attachment C.”

“Attachment A” means the position(s) of Personnel requested by Customer to provide Services, as set forth in Section 3.1 herein and rate(s), including Base Rates, and is incorporated into this Agreement by reference.

“Attachment B” means the pre-screening Personnel requirements pursuant to Section 3.2 and is incorporated into this Agreement by reference.

“Attachment C” means an Assignment Confirmation and is incorporated into this Agreement by reference.

“Base Rate” means the rate(s) billed for Services performed by Personnel pursuant to the terms of this Agreement and “Attachment A” hereto.

“Contractor” means either independent contractor(s) or legal entity(ies) being utilized by Maxim to provide Services, as specified in Section 7.2.

“**Effective Date**” means the date first written above in the introductory paragraph of this Agreement.

“**Float**” means Personnel reassigned to a different Customer department, unit, Work Site, or to a different staff classification.

“**Local Assignment Personnel**” means Personnel providing Assignment Services whose home of record is less than fifty (50) miles from the Work Site.

“**Personnel**” means a licensed and/or unlicensed clinical and other non-clinical healthcare employee of Maxim providing temporary staffing services to Customer under Customer’s direction and control pursuant to the terms of this Agreement.

“**Services**” means the supplemental staffing services provided by Maxim to Customer, as more specifically set forth in Section 3.1 herein.

“**Supplies**” means any and all necessary medical or non-medical supplies to be used in administering and/or providing Services as set forth in this Agreement, including, but not limited to personal protective equipment (“PPE”).

“**Travel Assignment Personnel**” means Personnel providing Assignment Services whose home of record is greater than or equal to fifty (50) miles from the Work Site.

“**Work Site**” means any location Customer assigns Personnel to render Services.

ARTICLE II. TERM

Section 2.1 Term. This Agreement will commence on the Effective Date and will continue for a period of one (1) year unless earlier terminated by either Party in accordance with the terms hereof, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

Section 2.2 Renewal. This Agreement shall automatically renew at the end of the initial term for successive one (1) year terms with a maximum of 5 (five) one-year renewals, unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party’s decision not to automatically renew this Agreement.

ARTICLE III. NATURE AND SCOPE OF SERVICES

Section 3.1 Supplemental Staffing Services. Maxim is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer’s management and supervision at a Work Site or in an environment controlled by Customer. Maxim will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, as requested in “Attachment A.”

A. Changes. From time to time, requests for additions, deletions, or revisions to the Services or Base Rates may be made (collectively, the “Changes”). Subject to the annual contract maximum discussed in Section 6.1 below, the Party that wishes to make a Change shall deliver to the other Party an “Amended Attachment A” to reflect the changes to this Agreement expressly agreed to by the parties. The Changes will take effect upon signature by both parties. The Customer authorizes the County Executive, or his or her designee, to sign the Amended Attachment A, provided it complies with the contract maximum described in Section 6.1.

Section 3.2 Personnel Requirements. Maxim will supply Customer with Personnel who meet the criteria articulated in “Attachment B” hereto.

Section 3.3 Maxim as Employer. Maxim acknowledges and agrees that its Personnel are employees and shall be treated as such and not as employees of Customer. Maxim agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers’ compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Maxim.

Section 3.4 Patient Care. Customer is responsible for the management of patient care and will orient Personnel to its patient safety protocols and procedures at its Work Site. If Customer requests Maxim to staff any position with oversight over Maxim Personnel, Customer Personnel, or the management of patient care, Customer shall orient the supervisory Personnel to Customer’s clinical policies and protocols. Customer shall oversee all decisions concerning patient care. Customer will coordinate employment matters concerning oversight of Maxim Personnel directly with Maxim.

Section 3.5 Availability of Personnel. The Parties agree that Maxim’s duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Maxim to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Maxim is unable to provide the modality of Personnel requested by Customer, Maxim will provide Customer with a higher skilled Personnel. Maxim will bill Customer at that Personnel’s fair market value rate for the modality provided.

ARTICLE IV. WORK SITE REQUIREMENTS AND OBLIGATIONS

Section 4.1 Oversight of Personnel. Customer will identify the specific Services to be performed by Personnel at its Work Site(s) and shall direct and oversee the performance of Personnel while on assignment. Customer will provide Personnel with Orientation to Customer’s protocols, policies, procedures, and instructions regarding confidentiality and OSHA requirements. Customer agrees to document Personnel Work Site specific training, which includes the date and type of training conducted and verification of Work Site specific training and will provide Maxim with documentation of the orientation.

Section 4.2 Supplies. Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

Section 4.3 Float Policy. Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer’s requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

Section 4.4 Right to Dismiss. If at any time Customer, in its reasonable judgment, determines that the staffing Services provided by any Personnel hereunder is inadequate, unsatisfactory or has failed to comply with Customer’s rules, regulations, or policies, Customer shall immediately advise Maxim. Maxim will remove Personnel from Customer’s Work Site as requested. Customer will cooperate with Maxim and provide reasonable detail(s) for the dismissal. Customer will provide Maxim with any reports it provides to any governing oversight

agency(ies) as a result of Maxim Personnel's conduct, including all drug screens conducted, results of peer review, and/or documentation of Customer's investigation.

Section 4.5 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Maxim to conduct the Services that will enable Maxim to safely provide Services to patient(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Maxim will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement and will provide Maxim with the contact information of Customer's OSHA, or Environmental Health and Safety Representative(s) within two (2) business days of full execution of this Agreement and will provide prompt notice to Maxim of changes to said Representative.

Section 4.6 Notification of Incidents and Claims. Customer agrees to notify Maxim of any incident involving Maxim Personnel within forty-eight (48) hours of its occurrence or Customer's awareness. Customer agrees to provide Maxim documentation of any investigation conducted. Maxim and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

Section 4.7 Maxim Timeclock. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Maxim reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via Maxim Timeclock. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Maxim; notwithstanding this, Customer and Maxim agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, federal wage and hour laws and the Public Records Act, chapter 42.56 RCW.

Section 4.8 Record Access. In instances where Customer and/or Work Site is Medicare and/or Medicaid certified, Maxim agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents, and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after the date on which such Services were furnished under this Agreement.

ARTICLE V. CONVERSION OF PERSONNEL

Section 5.1 Non-Solicitation. For a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided or introduced by Maxim during the term of this Agreement. Customer understands and agrees that Maxim is not an employment agency and that Personnel are assigned to the Customer to render

temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Maxim in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

Section 5.2 Conversion Fee. Notwithstanding this Article V, Customer may hire or contract with any Maxim Personnel provided by Maxim once each Personnel has completed a minimum number of hours of work for Customer through Maxim. The following Conversion Table illustrates the conversion fee payable by the Customer to Maxim based on the hours completed by Maxim Personnel prior to Customer hiring or contracting that individual:

Aggregate Hours Worked By MAXIM Personnel For Customer in a Twelve (12) month period	Conversion Fee
Prior to completing 350 hours	25 % of annualized starting salary
After Completions of 500 hours	20 % of annualized starting salary
After Completions of 700 hours	15 % of annualized starting salary
After Completions of 900 hours	10 % of annualized starting salary
After Completions of 1040 hours	5 % of annualized starting salary

Section 5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify Maxim, the conversion fee that applies is no less than 150% of that set forth in the Conversion Table above.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

Section 6.1 Invoicing. Maxim will supply Personnel under this Agreement at the rate(s) listed in the Attachment(s) to this Agreement, PROVIDED, HOWEVER, that total charges under this Agreement, all fees and expenses included, shall not exceed \$200,000 in each year of this Agreement. Maxim will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following preferred electronic mail address or by mail. Maxim shall be notified prior to the \$200,000 contract cap if reached.

Invoicing E-mail: SHD.AccountsPayable@co.snohomish.wa.us
 Invoicing Contact: Attn: Accounts Payable
 Invoicing Address: 3020 Rucker Ave., Suite 308, Everett, WA 98201

Section 6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Maxim’s preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. If any portion of an amount billed by Maxim under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Maxim of the amounts it disputes (“Disputed Amounts”) upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within thirty (30) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

Section 6.3 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 6.4 Annual Rate Increases. Customer agrees to and accepts annual rate increases at the percentage listed on “Attachment A” of this Agreement.

Section 6.5 Customer Bankruptcy or Insolvency. Customer agrees that in the event Customer files bankruptcy, (i) to the extent Maxim pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Maxim prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Maxim has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.

Section 6.6 Assurances. In the event Maxim in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Maxim may request in writing from Customer a prepayment deposit in the amount equal to the average of two (2) weeks of Services, which Maxim may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Maxim applies the prepayment deposit in accordance with this Section at such time that concern about Customer’s impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

Section 6.7 Transaction Taxes. Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Maxim. If Customer provides Maxim with a valid tax exemption certificate in accordance with local laws covering the Services provided by Maxim, Maxim will not collect Transaction Taxes.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

Section 7.1 Independent Legal Entities. Maxim and Customer 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 Customer 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 Use of Contractors. Maxim may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article IX hereof; or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement. Maxim will ensure that any Contractor Personnel provided to Customer by a Contractor will comply with the Personnel Requirements set forth in Section 3.2 and timely perform Services under this Agreement.

Section 7.3 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party’s policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Maxim or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. ASSIGNMENT SERVICES

Section 8.1 Assignment Services. As part of the Services outlined herein, Maxim provides Assignment Services for a specific term and length of the time, and agrees to assign Assignment Personnel to work such specified assignments agreed to and confirmed in writing by the Parties, as set forth in “Attachment C.” To the extent Assignment Personnel are utilized for such length and time the terms of Article VIII apply as indicated.

Section 8.2 Interviews. Maxim will provide Customer with Assignment Personnel candidate(s) available to provide Assignment Services, as applicable, and will provide all pertinent information requested by Customer for an interview. Customer has the opportunity and reserves the right to conduct a telephone interview with any Assignment Personnel prior to Assignment Services commencing. If Customer requests a face-to-face interview for Travel Assignment Personnel, Maxim will bill Customer for cost of travel, lodging, and reasonable per diem expenses. Maxim assumes no liability if said Assignment Personnel fail(s) to meet Customer’s requirements. Additionally, Customer will not be relieved of paying Maxim the established fees set forth in this Agreement for said Assignment Services.

Section 8.3 Travel Coordination. Maxim will be solely responsible for coordinating Travel Assignment Personnel’s travel assignments to Customer including housing, payroll, and related functions.

Section 8.4 Assignment Cancellation by Maxim. Maxim reserves the right to cancel the term of Assignment Personnel with written notification to Customer. Maxim will endeavor to provide a qualified replacement for cancelled Assignment Personnel within fourteen (14) days from the date of notification.

Section 8.5 Assignment Cancellation by Customer. Customer agrees to utilize Assignment Personnel for the specified period of time outlined in the “Attachment C” Assignment Confirmation. Should Customer staffing needs change and Customer wishes to cancel Assignment Personnel already being utilized on contract, Customer must give Maxim fourteen (14) days’ notice before cancellation date. If Customer does not provide required notice, Customer will be required to pay Maxim a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel's rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancelation notice).

Section 8.6 Assignment Confirmations. Each Assignment Services request will be confirmed in writing with the applicable Base Rate or Assignment Personnel Rate to be charged for Assignment Personnel to work a specific assignment set forth in Assignment Confirmations as “Attachment C.” Hourly rates include reimbursement for ordinary and necessary travel expense for meals incurred by Assignment Personnel, as accounted for on the invoice or periodic statement, where Customer is acknowledged to be subject to limitation on deduction under IRC § 274 and related regulations. As needed, Customer should request information beyond the accounting provided to comply with their obligation(s). If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) will govern.

Section 8.7 Assignment Confirmation Delivery. Assignment Confirmations will be sent via electronic mail, or other means as agreed upon by the Customer and Maxim. In the event that Customer fails to respond to the Assignment Confirmation within forty-eight (48) hours, the Customer will be deemed to have accepted the terms in said Assignment Confirmation and Customer 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.

ARTICLE IX. ADDITIONAL SERVICES

Section 9.1 Locum Tenens Coverage. Should Customer request Locum Tenens coverage from Maxim, the Parties shall enter into a separate Service Agreement for Locum Tenens Coverage the terms of which will govern the provided Locums Tenens services.

Section 9.2 MaxView. Should Customer request utilization of Maxim’s workforce technology solution, **MaxView** in conjunction with providing Personnel under this Agreement the Parties shall enter into a separate Service Agreement for MaxView the terms of which will govern the provided utilization of MaxView.

ARTICLE X. INSURANCE

Section 10.1 Maxim Insurance. Maxim shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Maxim, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement.

A. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a “claims made” basis, Maxim warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 10, the Customer shall not be deemed or construed to have assessed the risks that may be applicable to Maxim under this Agreement. Maxim shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

B. No Limitation on Liability. Maxim’s maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Maxim to the coverage provided by such insurance, or otherwise limit the Customer’s recourse to any remedy available at law or in equity. For claims subject to indemnity, Maxim's liability for any one (1) claim shall not exceed the combined amounts of Maxim's (I) applicable insurance policy coverage (e.g., commercial liability or professional liability, or both), (II) Excess/Umbrella Liability coverage of \$10,000,000, and (III) Maxim's deductibles for the applicable insurance policies.

C. Minimum Scope and Limits of Insurance. Maxim shall maintain coverage at least as broad as, and with limits no less than:

- (i) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$3,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;
- (ii) Workers’ Compensation: To meet applicable statutory requirements for workers’ compensation coverage of the state or states of residency of the workers providing services under this Agreement;
- (iii) Employers’ Liability or “Stop Gap” coverage: \$1,000,000;
- (iv) Professional Liability: 1,000,000 each occurrence, \$3,000,000 aggregate.

D. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers’ compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

- (i) Snohomish County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Maxim in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.
- (ii) Maxim's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (iii) The deductible and/or self-insured retention of the policies shall not limit or apply to Maxim's liability to the Customer and shall be the sole responsibility of Maxim.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the Customer.

E. Subcontractors. Maxim shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor.

Section 10.2 Customer Insurance. Customer maintains a fully funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the Customer's liabilities, including injuries to persons and damage to property, automobile liability, professional liability, and workers compensation. The self-funded program will respond if an incident occurs involving negligence of Customer employees acting in the scope of their employment. Maxim acknowledges, agrees and understands that the Customer is self-funded for all its liability exposures. Customer will give Maxim prompt written notice of any material change in Customer coverage.

ARTICLE XI. INDEMNIFICATION

Section 11.1 Professional Liability. Maxim agrees to indemnify the Customer and its officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of Maxim's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of Maxim, its principals, employees or subcontractors. Maxim has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Maxim's finally determined percentage of liability based upon the comparative fault of Maxim, its principals, employees and subcontractors. For the purpose of this section, the Customer and Maxim agree that the Customer's costs of defense shall be included in the definition of damages above.

Section 11.2 All Other Liabilities Except Professional Liability. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the Customer, Maxim shall indemnify and hold harmless the Customer and its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of Maxim. In addition, Maxim shall assume the defense of the Customer and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the Customer on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the Customer by an employee or former employee (while such employee was under assignment to the County through Maxim) of Maxim or its subcontractors, and Maxim, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the Customer under any industrial insurance act, including Title 51 RCW, other worker's

compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the Customer incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from Maxim.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

ARTICLE XII. DISPUTE RESOLUTION

Section 12.1 Dispute Resolution. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

Section 12.2 Dispute Resolution Process. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

Section 12.3 Inability to Resolve. If the Parties have been unable to resolve the dispute within forty- five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE XIII. CONFIDENTIALITY AND USAGE OF DATA

Section 13.1 Confidentiality.

A. **Confidential Information.** Subject to applicable intellectual property federal law(s), the Parties recognize and acknowledge that, by virtue of entering into this Agreement hereunder, either Party may disclose (effectively becoming the "disclosing party") to the other party (effectively becoming the "receiving party") certain information that is confidential, proprietary, and or constitutes some value or may be the unique property of the disclosing party. This information may also be identified as trade secret, proprietary, third-party confidential information, or other sensitive information, whether communicated orally or in written, electronic, or other form, and whether or not marked, designated or otherwise identified as confidential (collectively "confidential information"). Confidential information, shall not include information that at the time of disclosure, is generally available, known, or accessible by the public, becomes available to the receiving party from a third- party source and on a non-confidential basis, or was independently developed, with our without use in whole or part of any of

the disclosing party's confidential information. The receiving party shall protect and safeguard confidential information with the same degree of care as the receiving party would protect its own confidential information, but in no event not a lesser degree than what is commercially reasonable. The receiving party shall not disclose confidential information to any person or entity, except to those who need to know the information to assist a party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement, or as may be required by law, including but not limited to chapter 42.56 RCW, the Public Records Act, as described below.

B. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the Customer for inspection and copying by the public where required by the Public Records Act, chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of Maxim are needed for the Customer to respond to a request under the Act, as determined by the Customer, Maxim agrees to make them promptly available to the Customer. If Maxim considers any portion of any record provided to the Customer under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, Maxim shall clearly identify any specific information that it claims to be confidential or proprietary. If the Customer receives a request under the Act to inspect or copy the information so identified by Maxim and the Customer determines that release of the information is required by the Act or otherwise appropriate, the Customer's sole obligations shall be to notify Maxim (a) of the request and (b) of the date that such information will be released to the requester unless Maxim obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Maxim fails to timely obtain a court order enjoining disclosure, the Customer will release the requested information on the date specified.

The Customer has, and by this section assumes, no obligation on behalf of Maxim to claim any exemption from disclosure under the Act. The Customer shall not be liable to Maxim for releasing records not clearly identified by Maxim as confidential or proprietary. The Customer shall not be liable to Maxim for any records that the Customer releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

C. Disclosure of Maxim/ Customer Partnership. From time to time, Maxim lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Maxim may disclose the partnership between Maxim and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Maxim/Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

D. Patient/Customer Information: Neither Party nor its employees shall disclose any financial or medical information regarding patients/customers for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Maxim, and if required, patient in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations regarding the confidentiality of such information.

E. The obligations set forth in this Article XIV shall survive the termination of this Agreement.

Section 13.2 HIPAA/HITECH Obligations. To the extent that Customer may be a "Covered Entity" as defined by the Health Insurance Portability and Accountability Act of 1996 ("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 HIPAA, the Parties acknowledge that a business associate agreement is not needed due to the nature of Services provided by Maxim. Specifically, the Parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of Customer's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in Customer's work

environment. The Parties further acknowledge that PHI is not exchanged between the Parties in order for Maxim to provide Personnel as part of Customer's temporary workforce.

Notwithstanding the foregoing, Maxim and all Personnel provided to Customer hereunder shall comply with confidentiality requirements and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by Maxim and the Personnel.

Section 13.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Maxim will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Maxim shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Maxim, Maxim Personnel, and Contractors affiliated with Maxim under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Maxim customers, so as to be non-specific to any individual Customer.

ARTICLE XIV. TERMINATION

Section 14.1. Termination for Convenience. Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

Section 14.2 Termination for Cause. If payment default occurs, Maxim may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

Section 14.3 Post Termination Obligations. Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE XV. GENERAL TERMS

Section 15.1 Non-discrimination. It is the policy of the Customer to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

Maxim shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by Maxim of Maxim's compliance with the requirements of Chapter 2.460 SCC. If Maxim is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the Customer's discretion. This provision shall not affect Maxim's obligations under other federal, state, or local laws against discrimination.

Federal Nondiscrimination. The Customer assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Customer sponsored program or activity. The Customer further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

Section 15.2 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 Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

Section 15.3 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 Superior Court of the State of Washington, in and for Snohomish County, and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 15.4 Assignment of Agreement. Customer may not assign this Agreement without the prior written consent of Maxim, and such consent will not be unreasonably withheld. Maxim may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Maxim, and/or (iii) a name change by Maxim.

Section 15.5 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, including any fees and costs incurred on an appeal.

Section 15.6 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 County Health Department
3020 Rucker Ave., Suite 306
Everett, WA 98201
ATTN: Dennis Worsham

Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department
Email copy to:
ContractsCommercial@MaxHealth.com

COPY TO:
Maxim Healthcare Staffing Services, Inc.
24120 Van Ry Blvd, Suite 400
Mountlake Terrace, WA, 98043
United States of America
ATTN: Gretchen Teyema

Section 15.7 Headings. The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement

Section 15.8 Merger. This Agreement constitutes the entire contract between Customer 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. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

Section 15.9 Amendment. No changes and/or 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 3.1(a), Section 16.2, and Attachment(s).

Section 15.10 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 15.11 Clean Air Act and Federal Water Control Act.

A. Clean Air Act.

(i) Maxim agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 16 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents amended, 42 U.S.C. § 7401 et seq.

(ii) Maxim agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) Maxim agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act.

(i) Maxim agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(ii) Maxim agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) Maxim agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Section 15.12 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended). Subcontractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Section 15.13 Agreement Acknowledgement. Customer and Maxim have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

SNOHOMISH COUNTY:

MAXIM HEALTHCARE STAFFING SERVICES, INC.

Printed Name:
Title:
Date:

DocuSigned by:
Vivan turnquest

Printed Name: vivan turnquest
Title: Assistant Controller
Date: 22-Jun-23

Approved as to form (05-25-2023)

[Handwritten Signature]
Deputy Prosecuting Attorney

COUNCIL USE ONLY	
Approved	<u>8/9/2023</u>
ECAF #	<u>2023-0773</u>
MOT/ORD	<u>Motion 23-282</u>

**ATTACHMENT “A”
CUSTOMER REQUESTED PERSONNEL AND RATES – as of March 1, 2023**

Work Site. This “Attachment A” shall apply to the following Work Site(s):

Work Site Name	Address	Work Site Contact
Snohomish County Health Department	3020 Rucker Ave., Suite 306 Everett, WA 98201	Heather Rollings

Base Rates. Base Rates for the following positions shall apply from Effective Date until either the Agreement is terminated by either Party or a supplemental “Attachment A” is executed. Where Base Rate on “Attachment C” is differing, “Attachment C” shall control.

Positions	Rate \$ (per hour)
Patient Service Representative	\$43.00
CNA	\$52.00
Medical Assistant	\$52.00
LPN COVID Vaccinator	\$68.00
RN Disease Management Coordinator	\$85.00

Annual Rate Increase. Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

Orientation. Base Rate(s) will be billed for all time spent in required Customer orientation.

Overtime. Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

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. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Changes. Pursuant to Section 3.1(a) of the Agreement, the Parties agree that Changes may be made to “Attachment A” by execution of subsequent “Amended Attachment A” document(s).

Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$200,000 in each year of this Agreement.

**ATTACHMENT “B”
PRE-ASSIGNMENT SCREENING**

- I. **Licensed Clinical Personnel Requirements.** Unless the Customer requests in writing that the provisions of Section III hereof apply or requests any modification hereto, MAXIM will supply Customer with Licensed Clinical Personnel who meet the following criteria. Customer agrees any additional screening that may be required by Customer, in its sole discretion, not listed herein, may take place following Personnel’s placement. Maxim will:
- a. Conduct a criminal background check in accordance with applicable law;
 - b. Verify that the appropriate health screening(s) was completed;
 - c. Verify current license, registration, or certification for the Services to be provided;
 - d. Verify skills checklist of competencies for the position and exam;
 - e. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file;
 - f. Verify relevant professional and specialty expertise;
 - g. Receive employment verification;
 - h. Confirm Personnel are authorized to work;
 - i. Perform and verify all federal exclusion and abuse check(s) are completed, including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- II. **Non-Clinical Personnel Requirements.** Unless the Customer requests in writing that Section III hereof apply, Maxim will supply Customer with Non-Clinical Personnel who meet the following criteria. Customer agrees any additional screening that may be required by Customer, in its sole discretion, not listed herein, may take place following Personnel’s placement. Maxim will:
- a. Conduct a criminal background check in accordance with applicable law;
 - b. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file if placed in a healthcare setting;
 - c. Receive employment verification;
 - d. Confirm Personnel are authorized to work;
 - e. Perform and verify all federal exclusion checks are completed, including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- III. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening for Maxim Personnel, Customer shall provide Maxim with a copy of the results and/or report, or the “Clear” or “Not Clear” status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.

ATTACHMENT “C” ASSIGNMENT CONFIRMATION

Maxim and Customer hereby agree the following personnel will be assigned to Customer’s Work Site, listed below, under the terms and conditions outlined below and according to the Agreement signed between Customer and Maxim.

Customer and Maxim understand and agree that this assignment is contingent upon verification of personnel’s compliance with the Agreement and the pre-assignment screening requirements in “Attachment B” prior to the assigned start date.

Customer Name:	
Work Site Address:	
Confirmation Date:	

Customer hereby agrees to sign/return this document prior to the Confirmation Date listed above and understands that failure to do so may result in the delay of the assignment start date, and/or additional charges as defined in the Agreement.

Personnel Name, Discipline:	
Assigned Unit/Department:	
Float Requirement:	

Assignment Start Date:	
Assignment End Date:	
Guaranteed Weekly Hours/Schedule:	
Approved Time-Off:	

Base Bill Rate:	
Overtime and Holiday Rates:	
On Call/Call Back Rates:	
Approved Orientation Rate/Hrs.:	
Special Provisions:	
Not to exceed amount for assignment:	

Authorized signature below indicates agreement to utilize Maxim Personnel under ALL of the conditions specified above. The Staffing Services Agreement between Customer and Maxim shall govern any/all additional provisions that affect this assignment and/or the business relationship between the parties.

Authorized Customer Representative Signature

Printed Name & Title

Date

Please email a signed copy of this confirmation back to grteyema@maximstaffing.com. Thank you.