



ALLIED SEARCH AGREEMENT

MERRITT HAWKINS accepts the assignment to recruit physician(s)/allied healthcare professional(s) with specialty training listed below. Yamhill County, a political subdivision of the State of Oregon, acting by and through its Dept. of Health and Human Services (CLIENT) agrees to engage MERRITT, HAWKINS and ASSOCIATES, LLC, a California limited liability company (MH), located at 12400 High Bluff Dr., Suite 100, San Diego, CA 92130, under the following guidelines. In consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

MERRITT HAWKINS AGREES TO:

- 1. Conduct an on-site consultation and evaluation to determine strategies and guidelines for maximizing opportunity for successful recruitment (Community Practice Profile).
2. Screen potential candidates telephonically to determine level of interest and compatibility with opportunity.
3. Request and provide initial reference information on candidates.
4. Arrange a complete travel and accommodation itinerary for candidate and spouse (if approved by Client) for Client interview.
5. Consultant will inform Client of the current level of candidate interest.
6. Assist Client in relocation and licensing of selected candidate(s).

CLIENT AGREES TO:

- 1. Pay MH a Search Initiation Fee of \$1,000 per search, Hourly Rates for services rendered see schedule I and, when a written or verbal agreement between Client and candidate is reached, a Completion Fee of \$14,000 per search. Total professional fees (including Search Initiation Fee, Hourly Rates, and Completion Fee) will not exceed \$24,000 per search.
2. Reimburse MH for all pre-approved out-of-pocket expenses incurred on Client's behalf. These will include travel expenses for the search consultant, advertising, Internet and personal letter campaigns (MH initiates internet and personal letter campaigns on all searches it conducts on the clients behalf). Client also agrees to reimburse candidate and spouse interview expenses.

SCHEDULE I

Hourly Rates

Table with 2 columns: Role, Hourly Rate. Search Consultant \$120/hour, Research Consultant \$80/hour

Reduced Search Initiation Fees are only applicable for multiple search assignments included at the time each search agreement is executed. Subsequent contracted searches will be subject to standard pricing as outlined on subsequent search agreements. Professional Fees will be billed on a monthly basis. Discounts will not apply to searches added to existing agreements after the search consultant has initially conducted the Community Practice Profile. The full Completion Fee shall be due regardless of whether the candidate accepts a temporary or permanent assignment. Specialties listed below may not be switched after the search consultant initiates the procurement campaign.

SEARCHES CONTRACTED:

- 1. One (1) Behavioral Health Supervisor (Adult Behavioral Health)
2. One (1) Behavioral Health Supervisor (Family and Youth Center)
3. One (1) QMHP (Adult Behavioral Health)
4. One (1) QMHP (Child and Family Youth Center)
5.
6.
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8.
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10.

GENERAL TERMS:

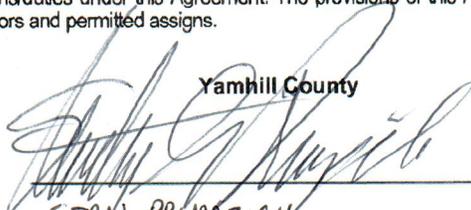
1. The term of this agreement shall be for one (1) year from the date this agreement is fully executed and will be automatically extended on a month-to-month basis unless otherwise terminated in accordance with the terms of this agreement. This agreement constitutes the entire understanding of the parties and may only be amended in writing by all parties hereto.
2. Client may place a search on hold by providing written notice during the term of this agreement. Any active search, which becomes inactive or is placed on hold by Client for more than ninety (90) days, will be deemed cancelled. Client may activate an on-hold search by providing written notice to **MH** prior to expiration of the aforementioned time frame. If a search is placed on hold the time frame for the early completion bonus will restart from the date **MH** receives written notice from Client reactivating the search(es). Client also has the option to terminate this agreement by providing thirty (30) days' written notice and paying all outstanding invoices that are not otherwise subject to a reasonable dispute.

In order to be prepared to respond to candidates on a timely basis, **MH** reserves the right to place a search on hold if Client has not provided an agreement/contract, including the specific obligations, financial terms and benefits, prior to the commencement of any contracted search. If requested, **MH** will consult with Client to develop an agreement/contract for Client use. **MH** also reserves the right to place a search on hold if developments occur, which would inhibit the Client's ability to respond on a timely basis with regard to prospective candidates.

3. **MH** agrees to a one-time replacement of any candidate who does not report to work or leaves the community within the first ninety (90) days for physician candidates or thirty (30) days for allied healthcare professionals at no additional Search Initiation or Completion Fee. Only hourly rates (Schedule I) and out-of-pocket expenses will apply. To activate this replacement clause, Client must notify **MH** in writing within thirty (30) days of the original start date or the recruited candidate's departure. Client must allow **MH** to proceed with recruiting the replacement candidate within sixty (60) days of aforementioned notice. If Client elects not to recruit the replacement physician/allied provider for the original contracted opportunity, this replacement clause shall not apply. This replacement clause is valid providing original agreement/contract between Client and candidate has not been changed and all invoices have been paid according to the terms of this agreement.
4. If within one year of the termination of this agreement, Client employs, contracts with or otherwise associates with any candidate on either a temporary or permanent basis whose specialty or position was covered by this agreement and candidate was referred to Client by **MH** during the term of this agreement, then Client agrees to pay **MH** a Placement Fee equal to \$30,000 for physicians and advanced practitioners or \$15,000 for LCSW and QMHP professionals less professional fees paid to date for the contracted specialty.
5. If during the term of this agreement **MH** directly furnishes the name of any candidate whose specialty or position is not covered by this agreement (including physician or allied healthcare professionals such as a partner, associate or spouse) and such candidate is employed, contracted or otherwise associates with Client on either a temporary or permanent basis during the term of or within one year of the termination of this agreement, then Client agrees to pay **MH** a Placement Fee of \$30,000 for physicians and advanced practitioners or \$15,000 for LCSW and QMHP professionals which shall be due upon verbal or written agreement between candidate and Client. This paragraph will supersede any prior or existing agreements between Client and **MH** with regard to any non-contracted search. Such Placement Fee shall be in addition to any other monies due under the terms of this agreement.
6. Candidate referrals, curriculum vitae and references are confidential. Except as otherwise required by law, Client shall not provide confidential candidate information to any third party. If such an unauthorized breach in candidate confidentiality does occur, resulting in the placement, contracting or association of the candidate with a third party either on a temporary or permanent basis, Client shall pay **MH** a Placement Fee of \$30,000 for physicians and advanced practitioners or \$15,000 for LCSW and QMHP professionals. Such Placement Fee shall be in addition to any other monies due under the terms of this agreement.
7. This is a non-exclusive agreement and Client may use other resources to complete any contracted search. **MH** also reserves the right to conduct other searches within the same service area. To avoid duplicating efforts with candidates, **MH** shall provide candidate information to Client in writing. Within two (2) business days of receipt of candidate information, Client will notify **MH** if it has previously received the candidate information directly or through a third party. Unless notified within this two (2) day time frame, it is agreed that **MH** will have the exclusive rights to the candidate and will proceed with the candidate in accordance with the terms of this agreement.
8. Initial reference information provided by **MH** to Client is received from third parties. For this reason **MH** cannot guarantee the content or accuracy of this information. Therefore, Client must rely upon its own referencing when making final candidate selection. **MH** does not discriminate against any individual candidate on the basis of age, race, gender, religion, national origin, disability, veteran status or other status protected by law. Therefore, **MH** will forward all adequately trained candidates to Client for consideration. After execution of an agreement/contract between Client and candidate, Client shall not hold **MH** responsible for the acts or omissions of the candidate during or after the term of said agreement/contract. This paragraph shall survive the termination of this agreement.
9. **MH**, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this agreement:
 - A. Workers' Compensation Insurance in compliance with statutory requirements;
 - B. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000;
 - C. Professional Liability Insurance, including errors and omissions coverage, covering **MH** pursuant to this agreement, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by Client or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to provision of services provided under this agreement;
 - D. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to **MH**'s vehicles, whether owned, hired, or non-owned, assigned to, or used by **MH** in connection with the services provided under this agreement.The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to Client. **MH** shall furnish Client with certificates of insurance for each of the required insurance coverages before Client performs services under this agreement. The certificates of insurance must specify (a) the types of insurance coverage, (b) that Client is named as additional insured, by way of blanket endorsement, for liability arising solely from the negligent acts or omissions of **MH** and its employees, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to Client.

10. **MH** accepts this agreement in lieu of pursuing other potential opportunities in the region and therefore, the Search Initiation Fee(s) are deemed earned and are payable upon execution of this agreement. All fees and expenses are payable within ten (10) days of invoice date. If concurrent or subsequent to an Agreement between Client and candidate, Client elects not to pursue the contracted opportunity/candidate for any reason or if Client materially changes the recruited opportunity resulting in the termination of the Client/Candidate Agreement by either party, the Completion and/or Placement Fees shall be deemed earned. Failure to timely pay any amounts owed under any search agreement between Client and **MH** will invalidate the replacement clause under Article #3 above. All unpaid amounts will be subject to a service charge of 1-1/2% added each month. In addition, **MH** reserves the right to terminate this agreement for non-payment of monies owed. In the event that either party to this agreement shall take any action, judicial or otherwise, to enforce or interpret any of the

terms of this agreement each party shall be wholly responsible for its own expenses which it may reasonably incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action. Both MH and Client expressly agree that there are no third-party beneficiaries to this agreement. This agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, (collectively AClaim@) between County and Provider that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. SMJETANA, BY EXECUTION OF THIS AGREEMENT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Contractor shall not enter into any subcontracts for any of the Services required under this Agreement without County's prior written consent. Contractor shall not assign or transfer its interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without the prior written consent of County. No approval by County of any assignment or transfer of interest shall be deemed to create any obligation of County in addition to those set forth in this Agreement. Consent to subcontract shall not relieve obligations/duties under this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

BY 
Yamhill County
NAME STAN PRIMOZICH
TITLE COMMISSIONER CHAIR
DATE 7-10-17

MERRITT HAWKINS
BY 
NAME Corey Johnson
TITLE Regional Vice President
DATE 7/7/17

Accepted by Yamhill County
Board of Commissioners on
6/22/17 by Board Order
17-222