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San Andreas, CA 95249
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**Special Meeting of the Board of Directors
Wednesday February 6, 2019
3:00 pm
Mark Twain Medical Center - Classroom 5
768 Mountain Ranch Rd
San Andreas, CA**

Agenda

Mark Twain Health Care District Mission Statement

“Through community collaboration, we serve as the stewards of a community health system that ensures our residents have the dignity of access to care that provides high quality, professional and compassionate health care”.

1. **Call to order:**
2. **Roll Call:**
3. **Approval of Agenda:** Action
4. **Public Comment on matters not listed on the Agenda:**

The purpose of this section of the agenda is to allow comments and input from the public on matters within the jurisdiction of the Mark Twain Health Care District not listed on the Agenda. (The public may also comment on any item listed on the Agenda prior to Board action on such item.) **Limit of 3 minutes per speaker.** The Board appreciates your comments however it will not discuss and cannot act on items not on the agenda.
5. **Cejka Search - Physician Recruiting Contract:** Action.....Dr. Smart
6. **Board Comment and Request for Future Agenda Items:**

A. Announcements of Interest to the Board or the Public:
7. **Next Meeting:**

A. Wednesday. February 27, 2019
8. **Adjournment:** Action:

This Institution is an Equal Opportunity Provider and Employer

Agenda – Feb. 6, 2019 MTHCD Special Board Meeting



SEARCH AGREEMENT

Effective as of the date last set forth below, **Mark Twain Healthcare District** (hereinafter referred to as "Client") agrees to engage Cejka Search, Inc., a Cross Country Healthcare company (hereinafter referred to as "Cejka Search"), as Client's provider of search services. Each search activated under this Agreement will be conducted on an exclusive basis and will commence upon Cejka Search's receipt of the signed Search Activation Confirmation ("Activation" – Appendix 1). The terms and fees of this Agreement apply to searches for clinical positions. The terms and fees for searches for positions which require administrative/leadership skills will be initiated under a separate agreement and will be based on the applicable search parameters.

SEARCH PROCESS AND SERVICES

Cejka Search agrees to:

- Develop and implement a plan to effectively market the position
- Submit updates on the progress of the search in a manner as mutually agreed
- Identify, qualify, and present candidates meeting a position description provided by Client in a manner consistent with EEOC (Equal Employment Opportunity Commission) regulations
- Complete references
- Prepare candidates for the interview process
- Prepare Client for interviews
- Debrief candidates after interviews and provide Client with timely feedback as decisions are made regarding mutual interests to talk further
- Present recommendations when recruitment barriers or challenges are identified and outline consequences to the success of the recruitment initiative

SUMMARY OF PROFESSIONAL FEES

Client agrees to pay Cejka Search a Professional Fee for each search as outlined below:

	Physicians	Advanced Practice
Initial Fee	\$3,000 <i>per search</i>	\$1,500 <i>per search</i>
Four (4) Monthly Retainers	\$3,000 <i>per search</i>	\$1,500 <i>per search</i>
Final Monthly Retainer	\$1,000 <i>per search</i>	\$500 <i>per search</i>
Placement Fee	\$8,000 <i>per search</i>	\$4,000 <i>per search</i>
Total Professional Fee	\$24,000 <i>per search</i>	\$12,000 <i>per search</i>
Candidate Acquisition/Marketing (CAM) Expense	\$6,000 <i>per search</i>	\$3,000 <i>per search</i>
TOTAL PER SEARCH	\$30,000 <i>per search</i>	\$15,000 <i>per search</i>
<ul style="list-style-type: none"> • Initial Fee will be billed upon receipt of the signed Activation • Monthly Retainers will be billed on or about the 7th of each month • Placement Fee will be billed upon placement • CAM Expense will be billed upon receipt of signed Activation • Total Per Search does not include Additional Expenses detailed below 		

The Initial Fee and all Monthly Retainers will be applied toward the Total Professional Fee. When a placement is made and the candidate has accepted Client's offer, any and all unpaid portion of the Monthly Retainers and the applicable Placement Fee will be invoiced along with any other expenses due as part of this Agreement. All invoices are due upon receipt.

Once a search commences, Cejka Search will deploy its transparent, client branding strategy. As a result, the full professional search fill will apply regardless of the source of candidates unless otherwise delineated in this Agreement. Cejka Search encourages Client to make full use of Cejka Search's services by referring all candidates from any source for our evaluation.

If multiple searches of the same specialty/same location are simultaneously activated, Cejka Search will bill the Initial Fee for all searches upon receipt of the signed Activation. Monthly Retainers for the first (1st) search will be billed as outlined above. Monthly Retainers for each additional search will be billed once the previous search has filled.

Exclusion of Organic Candidates: Candidates who are sourced and hired based on the relationships and networking within Client's efforts will be considered Organic Candidates. These include:

- Candidates who have a documented, pre-existing relationship with the person who makes the referral
- Candidates who are in direct contact with Client within the first thirty (30) days of search activation (i.e., they are not responding to new or previous sourcing activity by Cejka Search for this specialty of opportunity)
- Candidates who are the spouse or significant other of an Organic Candidate, current member of the medical staff, or physician employed by Client
- Physician acquisitions, which occur when one (1) or more members of an affiliated practice become employed by Client
- Transfers of a Client physician from one (1) Client location to another

In the event an organic candidate is hired by Client, the Placement Fee will not be billed, however, any remaining outstanding Professional Fees and other expenses will be immediately due.



ADDITIONAL EXPENSES

Upon initiation of each search, Client agrees to pay Cejka Search the candidate acquisition/marketing ("CAM") expense delineated above to cover the direct cost of search-specific candidate acquisition activity. Cejka Search may request additional CAM funds, if needed, at any time, which must be approved by Client in advance of their expenditure. If multiple searches of the same specialty/same location are simultaneously activated, Cejka Search will bill one (1) Candidate Acquisition/Marketing ("CAM") expense. Cejka Search will only bill additional CAM if needed for additional searches after first (1st) search has filled.

Site visit expenses (travel, hotel, meals, etc.) incurred by Cejka Search will be billed separately. Candidate and spouse/significant other interview expenses (travel, hotel, meals, etc.) shall be paid by Client. Candidate and spouse/significant other airfare arranged by Cejka Search will be billed separately.

CONSIDERATIONS

Client recognizes its critical responsibility in the recruitment process. Therefore, to optimize success, Client agrees to the following:

- To have a general form of an employment contract available to offer candidates within two (2) weeks of the execution of this Agreement
- To provide feedback on any candidates presented within four (4) business days after receipt of a candidate's profile
- To offer a contract within two (2) weeks of the candidate's interview if an interviewed candidate is acceptable to Client
- Respond to all communication from Cejka Search within four (4) business days

If significant changes occur in the agreed upon candidate specifications during the process of the search, both Cejka Search and Client recognize that the terms of this Agreement may be renegotiated to reflect these changes.

Client acknowledges and agrees that Cejka Search may place Client's name and logo among a list of companies represented by Cejka Search in marketing materials used by Cejka Search. Cejka Search may not otherwise use Client's name or logo for marketing purposes without advanced approval from Client.

A search may be placed on Hold status upon Client's request or at Cejka Search's discretion for a period not to exceed sixty (60) days after which the search must be reactivated or cancelled to avoid a renegotiation of professional fees. A search may not be placed on consecutive Hold periods, and a minimum of sixty (60) days must elapse before the search is again placed on Hold. A search may be placed on Hold no more than two (2) times. Professional fees will not be billed during the Hold period and all search and marketing efforts will be suspended. Cejka Search may request additional CAM fees if a search is reactivated.

RETENTION WARRANTY

Cejka Search agrees that if its candidate signs an employment agreement and then fails to commence work or leaves the organization within one hundred eighty (180) days of start date through no fault of Client, Cejka Search will resume the search and any added charges above those stated in the original agreement will be limited to actual out-of-pocket expenses, which are pre-approved by Client. For the warranty to be in effect, all professional search fees and expenses must be paid in full.

TERMS

The term of this Agreement is for twenty-four (24) months from the date last set forth below. Searches activated under this Agreement will terminate after a period of twenty-four (24) months from the date of activation unless extended by mutual agreement. Searches activated under this Agreement may be terminated by either party with two (2) business days' prior written notice. At the time of termination, any unpaid expenses, plus the monthly billing amount for the month the search is cancelled (if any), will be due from Client to Cejka Search.

TRANSFERS

In the event an activated search is transferred to a new specialty, or new location within sixty (60) days of activation, no additional professional fees will be billed; however, additional advertising money (CAM) may be requested by Cejka Search for discussion and potential approval by client. In the event a search is transferred to a new specialty or location after sixty (60) days of activation, the existing search will be closed, and a new search will need to be activated. Any remaining CAM money will be transferred to the new search. Additional advertising money (CAM) may be requested by Cejka Search for discussion and potential approval by Client.

ADDITIONAL PLACEMENTS

Client agrees to pay Cejka Search an Additional Placement Fee of \$24,000 per physician search and \$12,000 per advanced practitioner search under any one (1) of the following circumstances:

- Client hires, retains, or contracts in any way with a candidate presented by Cejka Search within twelve (12) months of completion or termination of the search for which the candidate was presented.
- Client hires, retains, or contracts in any way with a candidate presented by Cejka Search for a non-activated position within twelve (12) months of the date candidate was presented.
- Client hires, retains, or contracts in any way with the spouse/significant other of a candidate presented by Cejka Search in the course of or within twelve (12) months of completion of the search for which the candidate was presented. Client is encouraged to forward the spouse/significant other to Cejka Search for evaluation.



INDEMNIFICATION

Each Party to this Agreement agrees to indemnify and hold harmless the other Party, its trustees, officers, directors, employees, agents, and students from and against all actions, causes of action, claims, and demands whatsoever, whether known or unknown, present or future, to the extent they are caused by the other Party's breach of this Agreement or gross negligence.

CONFIDENTIALITY

Cejka Search and Client acknowledge that during their association, they, their employees, affiliates and agents may be brought into contact with confidential methods of operations, pricing policies, marketing strategies, knowledge, techniques, trade secrets, and other information about the other Party's operation and business of a confidential nature ("Confidential Information") and that such information has a special and unique value to each Party. Therefore, Cejka Search and Client will not in any manner, directly or indirectly, disclose or divulge to any person or other entity of any other person or entity whatsoever, any of such Confidential Information. Upon the expiration or termination of this Agreement by any party or for any reason, Cejka Search and Client shall immediately return to the other Party any and all such Confidential Information in their possession or control, and Cejka Search and Client will continue their respective confidential obligations hereunder for a continuing period of three (3) years from the termination date, and such obligation shall survive termination. Equitable enforcement of this provision shall be permitted.

Cejka Search agrees to comply with the applicable portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the requirements of any regulations promulgated there under including without limitation the federal privacy regulations (the "Federal Privacy Regulations") and the federal security standards (the "Federal Security Standards").

OTHER

This Agreement shall be governed by the laws of the State of Missouri, without application of its rules regarding conflicts of laws. No failure or delay of either Party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver of any such right, power or privilege. No waiver of any default on any one occasion shall constitute a waiver of any subsequent default.

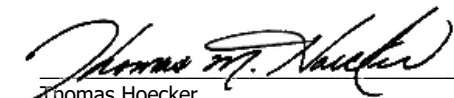
CLOSING

These terms are made available to Client through February 28, 2019. If this Agreement is not executed within this timeframe, the terms are subject to change.

We look forward to working with Mark Twain Healthcare District. Upon execution, please return the signed Agreement via email to contracts@cejkasearch.com or fax to (314) 726-0026.

Accepted for Cejka Search by:

Accepted for Mark Twain Healthcare District by:



Thomas Hoecker
Vice President

Signature

Print Name & Title

January 30, 2019

Date



Appendix 1

**CEJKA SEARCH
SEARCH ACTIVATION CONFIRMATION**

for

**MARK TWAIN HEALTHCARE DISTRICT
San Andreas, California**

This confirms the activation of the following search per the terms of the Search Agreement between Mark Twain Healthcare District and Cejka Search dated January 2019.

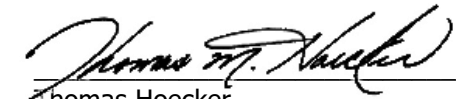
SPECIALTY

Please sign and return this Search Activation Confirmation via email to contracts@cejkasearch.com or fax to **(314) 726-0026**.

It is our pleasure to work on behalf of Mark Twain Healthcare District.

Accepted for Cejka Search by:

Accepted for Mark Twain Healthcare District by:



Thomas Hoecker
Vice President

Signature

Print Name & Title

January 30, 2019

Date