





TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** February 20, 2020

RE: *Approval of Professional Executive Search Consulting Services Agreement between Southern Nevada Health District and Korn Ferry (US)*

PETITION #36-20

That the Southern Nevada District Board of Health *Approval of Professional Executive Search Consulting Services Agreement between Southern Nevada Health District and Korn Ferry (US)*

PETITIONERS:

Amy Hagan, SPHR, *Director of Human Resources and Organizational Development* 
Fermin Leguen, MD, MPH, *Acting Chief Health Officer* 

DISCUSSION:

The Southern Nevada Health District seeks qualified and interested candidates for its consideration to fill the high-level executive position of District Health Officer (DHO). As directed by the Board of Health on January 23, 2020, Korn Ferry was chosen to provide the following professional executive search consulting services to assist in identification and initial screening of candidates:

1. Brochure Recruitment
2. Advertisement of position
3. 3-5 vetted candidates (phone screen only)
4. Assistance in conducting and holding town halls
5. Proprietary executive personality test

Services to be performed shall be specifically described in the Agreement.

FUNDING:

Consultant's flat fee for services shall not exceed \$35,000. This cost is funded by 005 dollars.



**PROFESSIONAL EXECUTIVE SEARCH
CONSULTING SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
KORN FERRY (US)
C1900100**

THIS PROFESSIONAL EXECUTIVE SEARCH SERVICES AGREEMENT is by and between the Southern Nevada Health District (“Health District”) and Korn Ferry (US) (“Consultant”) (individually “Party” and collectively “Parties”).

WHEREAS, pursuant to Nevada Revised Statutes (“NRS”) Chapter 439, the Health District is the public health authority for Clark County, Nevada and has jurisdiction over all public health matters therein;

WHEREAS, Health District seeks qualified and interested candidates for its consideration to fill the high-level executive position of District Health Officer (“DHO”), and desires certain professional executive search consulting services to assist in identification and initial screening of such candidates (the “Services”); and

WHEREAS, Consultant is a global organizational consulting firm offering talent acquisition services, including Executive Search services (the “Services”); and

WHEREAS, Consultant possesses the requisite professional and technical expertise, and the personnel necessary to perform professional recruitment services, and its personnel have sufficient expertise, knowledge, skill, and experience to provide such Services; and

WHEREAS, Consultant is willing to provide professional Services in accordance with the terms hereinafter provided.

NOW, THEREFORE in consideration of the mutual promises and covenants herein exchanged, and for other good and valuable consideration, the Parties agree as follows:

1. **TERM, TERMINATION, AND AMENDMENT.** This Agreement shall be effective for three (3) months from the date of the last signature affixed hereto (“Effective Date”), unless sooner terminated by either Party as set forth in this Agreement.
 - 1.01 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.
 - 1.02 This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.

- 1.03 Upon termination, Consultant will be entitled to payment for each invoice submitted that has not been paid.
- 1.04 This Agreement is subject to the availability of funding and shall be terminated immediately if for any reason state and/or federal funding ability, or private grant funding ability, budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
- 1.05 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 2) INCORPORATED DOCUMENTS. The Services to be performed and the consideration therefore shall be specifically described in the attachments to this Agreement, which are incorporated into and are specifically a part of this Agreement, as follows:
- ATTACHMENT A: SCOPE OF WORK
ATTACHMENT B: PAYMENT
ATTACHMENT C: HEALTH DISTRICT RESPONSIBILITIES
- 3) SERVICES/STANDARD OF PERFORMANCE. The scope of work for this Agreement is generally defined as professional organizational consulting and executive recruitment services. Consultant shall complete the Services in the Scope of Work outlined in Attachment A. Consultant shall perform its Services with the degree of skill, care, and diligence in accordance with the applicable professional standards currently recognized by such profession and observed by national firms performing the same or similar Services.
- 3.01 Consultant has, or will recruit and retain, such employees as it may need to perform the Services required by this Agreement. Consultant shall perform the Services in compliance with all applicable federal, state, and local laws, statutes, regulations, and industry standards. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports furnished under this Agreement.
- 3.02 All Services specified by this Agreement shall be performed by Pam Wu and Michelle Lee ("Consultant Team Leaders"), or by Consultant's employees under the personal supervision of the Consultant Team Leaders. Should either of the Consultant Team Leaders, or any employee of Consultant be unable to complete his or her responsibility for any reason, Consultant must obtain written approval by Health District prior to replacing him or her with another equally qualified person. If Consultant fails to make a required replacement within 30 days, Health District may terminate this Agreement for default.
- 3.03 If Consultant fails to meet applicable professional standards, Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports.

4) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to the performance of Services pursuant to this Agreement. In the performance of such Services, Consultant and any person employed by or contracted with Consultant shall at all times act as and be an independent contractor, and not an employee or agent of Health District. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties.

4.01 Consultant has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Consultant in the performance of the Services hereunder. Consultant shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

5) SUBCONTRACTING. Except as expressly stated herein, without the Health District's prior written approval, Consultant shall not subcontract any portion of the Services required by this Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions in this Agreement.

6) KEY PERSONNEL. The Health District's Director of Human Resources is designated as the Health District's liaison and manager of this Agreement and be the single point-of-contact for resolution of Agreement related issues. The Consultant Team Leaders are designated as Consultant's Key Personnel.

7) NON-EXCLUSIVITY. This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, Consultant may perform Services for any other clients, persons, or companies as Consultant sees fit, so long as the performance of such Services does not interfere with Consultant's performance of obligations under this Agreement, and do not, in the opinion of Health District, create a conflict of interest.

8) THIRD PARTY BENEFICIARIES. This Agreement and attachments hereto, are not intended to and do not confer any rights to any person or entity not a party hereto.

9) BOOKS AND RECORDS.

9.01 Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party for a minimum of three (3) years, and for five (5) years if any federal funds are used pursuant to this Agreement, from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or

to complete any administrative and judicial litigation which may ensue.

- 9.02 Health District shall, at all reasonable times, have access to Consultant's records, calculations, presentations, and reports for inspection and reproduction.
- 10) CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended, or personally identifiable information will be shared with Consultant during the course of this Agreement. Accordingly, no Business Associate Agreement is required.
- 10.01 Consistent with state and federal privacy laws, each Party will at all times have in place procedures to ensure the privacy and maintain the confidentiality of any of the other Party's information with at least the same degree of care as it maintains the confidentiality of its own confidential information of like importance.
- 10.02 Consultant will continue to own its pre-existing intellectual property, including databases, assessments, tools, and methodology, and grants Health District a limited license to use the reports provided by Consultant solely for internal use.
- 10.03 No confidential Health District information will be released to any third party without Health District's prior written consent.
- 11) BREACH; REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, includes the right to seek reasonable attorneys' fees and costs.
- 12) WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- 13) LIMITED LIABILITY. The Health District will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of the Parties shall not be subject to punitive damages.
- 14) FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, act of terrorism, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
- 15) INDEMNIFICATION. The Health District cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of Consultant or any other person or entity whatsoever for any purpose whatsoever. Consultant shall defend, indemnify and hold harmless the Health District, its board members, officers, agents, and employees from any and all third party claims, demands, suits, actions or proceedings of

any kind or nature whatsoever, including workers' compensation claims, in any way resulting or arising from Consultant's negligence or wrongdoing relating to this Agreement; provided, however, that Consultant need not indemnify or save harmless the Health District, its board members, officers, agents and employees from damages resulting from the sole negligence of the Health District's board members, officers, agents and employees.

16) COMPLIANCE WITH LAWS. Consultant shall keep itself informed of an in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the provision and performance of the Services or those engaged to perform Services under this Agreement.

17) INSURANCE. Consultant at its sole cost and expense agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance in commercially reasonable amounts calculated to protect itself and the Health District from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this Agreement, whether these activities are performed by Consultant or anyone directly or indirectly engaged or employed by Consultant.

18) MUTUAL COOPERATION. The Parties agree to cooperate fully in furtherance of this Agreement and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.

18.01 The Parties shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

19) NON-DISCRIMINATION. As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability sexual orientation or gender identity or expression. The Parties likewise agree that each will comply with all state and federal employment discrimination statutes, including but not limited to Title VII and the American with Disabilities Act.

Consultant will comply with all state and federal employment discrimination statutes, including but not limited to Title VII and the American with Disabilities Act. Consultant acknowledges that the Health District has an obligation to ensure that public funds are not used to subsidize private discrimination. Consultant recognizes that if it or its subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, the Health District may declare Consultant in breach hereof, terminate the Agreement, and designate Consultant as non-responsible.

20) STATEMENT OF ELIGIBILITY. Consultant acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither Consultant nor any of its

employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).

- 21) SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 22) ASSIGNMENT. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- 23) PUBLIC RECORDS. Pursuant to NRS Chapter 239, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by Health District to public inspection and copying. Health District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- 24) PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the Services set forth in the documents incorporated herein.
- 25) ENTIRE AGREEMENT. This Agreement, including all Attachments and addenda hereto, as it may be amended from time to time, constitutes the entire agreement between the Parties and supersedes any prior contracts or agreements between the Parties regarding the subject matter hereof.
- 26) TIME. Contactor agrees that time is of the essence in this Agreement.
- 27) GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
- 28) NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, return receipt requested, to the other Party at its address as set forth below:

Southern Nevada Health District
Contract Administrator, Legal Department
280 S. Decatur Blvd.
Las Vegas, NV 89107

Korn Ferry (US)
1900 Avenue of the Stars, Ste. 2600
Los Angeles, CA 90067

- 29) COUNTERPARTS. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

BY SIGNING BELOW, the Parties agree that they have read, understood, and agreed to the conditions set forth above and have caused their duly authorized representatives to execute this Agreement.

SOUTHERN NEVADA HEALTH DISTRICT

KORN FERRY (US)

By: _____
Fermin Leguen, MD, MPH
Acting Chief Health Officer

By: _____
Michelle Lee
Sector Leader, Healthcare Services

Date: _____

Date: _____

Approved as to form:

By: _____
Heather Anderson-Fintak, Esq.
Associate General Counsel
Southern Nevada Health District

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ATTACHMENT A SCOPE OF WORK

- A. Consultant will:
- A.1 Conduct discussion with Health District stakeholders via conference call to kick off commencement of this Agreement.
 - A.2 Develop a comprehensive understanding of the Health District's history, structure, culture, operations, issues, and challenges;
 - (a) Conduct phone calls with key Health District personnel.
 - (b) Review job description, marketing literature, policy manuals, organization plans, and any other supportive material provided by Health District.
 - A.3 Develop a draft DHO Position Profile ("DHOPP") for the DHO position based on Health District's job description, supportive materials provided, Consultant's discussions with Health District's key decision-makers, and Consultant's experience. At a minimum, the draft DHOPP will:
 - (a) Describe DHO's basic responsibilities, title, reporting relationships, and experience necessary to meet performance criteria; and
 - (b) Articulate desirable competencies and personal characteristics of appropriate candidates.
 - A.4 Review draft DHOPP with those individuals designated by Health District.
 - A.5 Work with Health District to achieve finalization and approval of DHOPP to serve as the benchmark for sourcing and screening candidates.
 - A.6 Subsequent to Health District approval of DHOPP:
 - (a) Use the approved DHOPP as a guide for screening and researching potential candidates; and
 - (b) Use the approved DHOPP as a marketing document for advertising, and to share with prospective candidates to describe the opportunity.
 - (c) Initiate a mapping exercise ("Talent Mapping") to identify persons with qualifications matching the approved DHOPP. Talent Mapping activities will include:
 - Application of Consultant's proprietary candidate insight assessment tool to help determine most appropriate leadership characteristics for the DHO role.
 - Research of appropriate organizations to locate passive candidates who most closely match the DHOPP to meet DHO role requirements.
 - Presentation of a number of potentially qualified candidate profiles to Health District in approximately the third week of the term of this Agreement to discuss further calibration of the candidate pool.

- A.7 Contact potentially qualified individuals identified through its research, database, and other confidential files on a direct inquiry basis to assess level of interest in the DHO position and obtain a realistic assessment of their accomplishments, capabilities, and fit potential for Health District.
- A.8 Conduct bi-weekly telephone updates with Health District to:
- (a) Report Consultant's progress in identifying and screening potential candidates by telephone to Health District and;
 - (b) Discuss potential candidate profiles with Health District.
 - (c) Concurrent with bi-weekly telephone update, provide Health District with a candidate report outlining the status of active candidates to allow Health District to track each candidate's progress through Consultant's phone screening process.
- A.9 Present candidates determined by Consultant to be most qualified for DHO position by phone, status report, or other means agreed upon by the Parties for further evaluation and consideration.
- (a) Consultant will present, at a minimum, three (3) final qualified and interested candidate profiles to Health District for further consideration and evaluation. Each final candidate profile will include a candidate-provided resume describing past work experiences and education.
- A.10 Work with Health District to facilitate an online assessment for final candidates using Consultant's proprietary cultural assessment tool.
- A.11 Guide and advise Health District on seeking open community involvement in DHO candidate evaluation through two (2) separate Health District facilitated Open Community Forums, to which the public will be invited to participate:
- (a) Consultant will assist Health District to prepare for the initial Open Community Forum, at which the public will be encouraged to share input such as characteristics they'd like to see in a DHO, and what is important to them in terms of a new DHO's achievements during his/her first year in the position.
 - (b) After Health District narrows the field of candidates down to two (2) final candidates ("Finalists"), Consultant will assist Health District and the Finalists to prepare for the second Open Community Forum, which the Finalists will attend, and the public will be given the opportunity to ask direct questions of the Finalists.

B. Consultant is not responsible for making travel arrangements for candidates.

**ATTACHMENT B
PAYMENT**

- A. Payment to Consultant:
 - A.1 Payments shall be based on approved Consultant invoices submitted in accordance with this Agreement. No payments shall be made in excess of the amounts detailed below in Section B, Budget.
- B. Budget.
 - B.1 Consultant's flat fee for the services as described herein shall not exceed \$35,000. Consultant is authorized to bill Health District as follows:
 - (a) Initial Fee of \$17,500 upon full execution of this Agreement, payable upon Health District's receipt of an approved invoice in accordance with this Attachment B.
 - (b) Second Installment of \$17,500 thirty (30) days after full execution of this Agreement, payable upon Health District's receipt of an approved invoice in accordance with this Attachment B.
 - B.2 No other fees or costs are approved by Health District for reimbursement to Consultant.
 - B.3 If Consultant is required to travel for provision of Services, Consultant must obtain prior written authorization from Health District for reimbursement of actual expenses consistent with Health District's Travel Policy.
 - B.4 Should Health District make substantial changes to the approved job specification which affect mutually established search specifications and strategy, Consultant and Health District will discuss additional scope of work and reasonable fees. Additional fees billed by Consultant will not be eligible for payment unless expressly authorized in writing by Health District prior to billing.
- C. Consultant invoices shall be signed by the Consultant's official representative and shall include a statement certifying that the invoice is a true and accurate billing.

**ATTACHMENT C
HEALTH DISTRICT RESPONSIBILITIES**

A. Health District will:

A.1 Provide relevant documents and information to assist Consultant in gaining a comprehensive understanding of Health District's structure, culture and operations, in addition to a deep understanding of the role of and responsibilities of the DHO position.

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