

"ADDENDUM I"



**NATIONAL ASSOCIATION OF COMMUNITY HEALTH CENTERS
PHYSICIAN / ALLIED SEARCH AGREEMENT**

MERRITT, HAWKINS & ASSOCIATES accepts the assignment to recruit physician(s)/allied healthcare professional(s) with specialty training listed below. _____ (CLIENT) agrees to engage MERRITT, HAWKINS & ASSOCIATES (MHA) under the following guidelines:

MERRITT, HAWKINS & ASSOCIATES 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. Design suitable agreement/contract between candidate and Client when needed.
3. Screen potential candidates telephonically to determine level of interest and compatibility with opportunity.
4. Request and provide initial reference information on candidates.
5. Arrange a complete travel and accommodation itinerary for candidate and spouse for Client interview.
6. Consultant will personally interview candidate and spouse prior to their visiting opportunity.
7. After the personal interview, consultant will inform Client of the current level of candidate interest.
8. Act as a liaison on behalf of Client in negotiating a mutual work agreement.
9. Assist Client in relocation and licensing of selected candidate(s).

CLIENT AGREES TO:

1. Pay MHA a Search Initiation Fee of 1,000 per search, Monthly Rates for services rendered (**Schedule A**) and, when a written or verbal agreement between Client and candidate is reached, a Completion Fee of \$15,000 per search. Total Professional Fees (Search Initiation Fee, Monthly Rates and Completion Fee) shall not exceed \$26,000 per search.
2. Reimburse MHA 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 (MHA 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 A

Monthly Rates

Month One	\$2,500
Month Two	\$2,500
Month Three	\$2,500
Month Four	\$2,500

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. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |


Client Initials	
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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 thirty (30) days' written notice during the term of this agreement. Any active search, which becomes inactive or is placed on hold by Client for more than sixty (60) days, will be deemed cancelled. Client may activate an on-hold search by providing written notice to MHA 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 MHA receives written notice from Client reactivating the search(s). Client also has the option to terminate this agreement by providing thirty (30) days' written notice and paying all outstanding invoices.
 In order to be prepared to respond to candidates on a timely basis, MHA 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, MHA will consult with Client to develop an agreement/contract for Client use. MHA 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. MHA 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 Monthly rates (Schedule I) remaining and out-of-pocket expenses will apply. To activate this replacement clause, Client must notify MHA in writing within thirty (30) days of the original start date or the recruited candidate's departure. Client must allow MHA 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 three years 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 MHA during the term of this agreement, then Client agrees to pay MHA a Placement Fee equal to \$30,000 for physicians or \$23,000 for allied healthcare professionals less professional fees paid to date for the contracted specialty.
5. If during the term of this agreement MHA 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 three years of the termination of this agreement, then Client agrees to pay MHA a Placement Fee of \$30,000 for physicians or \$23,000 for allied healthcare 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 MHA 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. Client shall not provide confidential candidate information to any third party. If such a 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 MHA a Placement Fee of \$30,000 for physicians or \$23,000 for allied healthcare 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. MHA also reserves the right to conduct other searches within the same service area. To avoid duplicating efforts with candidates, MHA shall provide candidate information to Client in writing. Within two (2) business days of receipt of candidate information, Client will notify MHA 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 MHA 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 MHA to Client is received from third parties. For this reason MHA cannot guarantee the content or accuracy of this information. Therefore, Client must rely upon its own referencing when making final candidate selection. MHA 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, MHA will forward all adequately trained candidates to Client for consideration. After execution of an agreement/contract between Client and candidate, Client shall not hold MHA 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. MHA 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 MHA 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, MHA reserves the right to terminate this agreement for non-payment of monies owed. Client agrees to reimburse MHA for reasonable attorney's fees and collection costs in the event they become necessary to collect monies owed MHA. Client also agrees to reimburse MHA for reasonable attorney's fees if MHA is the prevailing party in any litigation arising as a result of this agreement. Both MHA 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 Texas. This agreement is performable in Dallas County, Texas. Exclusive jurisdiction and venue of any dispute or legal action relating to this agreement shall lie within the courts of Dallas County, Texas.

MERRITT, HAWKINS & ASSOCIATES

 (CLIENT)
 BY _____
 NAME _____
 TITLE _____
 DATE _____

BY 
 NAME TRAVIS B. SINGLETON
 TITLE SENIOR VICE PRESIDENT OF MARKETING
 DATE _____

“SCHEDULE A”

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