

RECRUITMENT AGREEMENT

This Agreement is hereby made by and between ARTHUR MARSHALL, hereinafter called "RECRUITER", and TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER, a public institution of higher education in the State of Texas, hereinafter called "TTUHSC", per specifications, terms, and conditions of TTUHSC Request for Proposal for General Search Firm Services, including Faculty, Various Academic, Executive, Senior Administrative, and Medical Positions number 739-16914010 Addendum 2.

ARTICLE 1

RECRUITER'S SERVICES

RECRUITER will do the following in the course of carrying out a retained search:

1. Conduct an on-site consultation to assess the position opportunity and community in order to develop a detailed needs assessment
2. Assist the TTUHSC committees in developing a position description that will optimize a strong pool of candidates and to formulate the criteria for selecting a candidate that reflects the technical qualifications as well as the character and disposition to develop a program within a new medical school
3. Place appropriate advertising of the position that will maximize the exposure of the position to the highest quality pool of candidates and to source candidates by alternate means to obtain a strong candidate pool
4. Communicate regularly with search committees on the status of current searches. Failure to communicate with TTUHSC search committees for a period of four (4) weeks may be grounds for immediate cancellation of the search.
5. Identify potential candidates in a confidential manner; use contacts and previous experience to identify potential candidates who would not apply without assistance from a search firm or individual.
6. Work with the TTUHSC search committees to gather letters of nomination and/or recommendation and conduct reference checking
7. Conduct routine and necessary background investigations of the top candidates, ensuring validity of stated credentials; determine interest and seriousness of candidate and identify obstacles or problems early (salary, spousal placement, etc) prior to the on-site interview. This includes verifying candidates eligibility for Texas licensure due to the number of attempts at various steps of the USMLE examination.
8. Coordinate all work with the TTUHSC administration and search committees to screen candidates who appear to meet stated qualifications. Obtain additional confidential references on short-list candidates.
9. Assist the TTUHSC search committees with scheduling interviews and making travel arrangements, whether on campus or off-campus, with selected candidates. This includes providing the applicant referred with TTUHSC's on-line job site <http://jobs.texas-tech.edu> and job number to be provided by TTUHSC, so that the candidate can submit their application before making a campus visit so we have a record of them as an applicant.
10. Provide information on finalists' current positions.
11. Maintain contact with short list candidates, keeping them interested and keeping the TTUHSC search committees informed of their other opportunities.

12. Provide advice on making the offer.
13. Obtain prior written approval from the Search Committee and/or designees for any reimbursable travel and accommodation expenses.
14. Obtain prior written approval from Search Committee and/or designees for mail campaign mail count.
15. Invoice TTUHSC monthly for all expenses and retained search fees as provided in Article III of this Agreement.
16. The recruitment of faculty for Texas Tech University Health Sciences Center is governed by TTUHSC Operating Procedure 60.09, Faculty Recruitment Procedure, found at <http://www.ttuhscc.edu/HSC/OP/OP60/>. These procedures ensure a standardized approach in the handling of faculty recruitment as required by Texas law and responsiveness to affirmative action and equal employment practices in the employment of faculty. The use of outside search firms to identify qualified applicants may be incorporated into this procedure. It is the search firms responsibility to keep up to date on any policy changes that occur. If asked, the search firm must disclose documented diversity sourcing activities that occurred based on EEO certification requirements.

ARTICLE II

TTUHSC'S DUTIES

TTUHSC will:

1. Submit to RECRUITER a separate purchase order for each search initiated.
2. Pay RECRUITER fees as provided in Article III of this agreement.
3. Reimburse RECRUITER for any pre-approved expenses as identified in paragraphs 13 and 14 in Article I of this Agreement.
4. Reimburse travel and accommodation expenses for candidate (and spouse, if applicable) **directly** to the candidate.

ARTICLE III

FEES AND EXPENSES

1. Search initiation fee:
 - \$1,000 per search.
2. Monthly Investment – maximum of 6 months per search
 - \$2,500 per month
3. Placement Fees
 - \$8,750 per placement for 1 search
 - \$8,250 per placement for 2 concurrent searches
 - \$7,750 per placement for 3 concurrent searches
 - \$7,250 per placement for 4 concurrent searches
 - \$6,750 per placement for 5 concurrent searches
 - \$6,250 per placement for 6 concurrent searches
 - \$5,750 per placement for 7 concurrent or more searches
 - Placement Fees will not be paid until Candidate has officially reported to work at TTUHSC as an employee.

- Performance Bonus – paid **ONLY** if a search is filled within 120 days (\$1,000) or within 90 days (\$2,000)
- 4. Out-of-Pocket Expenses (client would incur many of these expenses whether they use a firm or recruit on their own).
 - Travel expenses for recruiting associate
 - Community/Practice Profile
 - Personal airport interview
- 5. Marketing Expenses
 - Strategically targeted marketing campaign – standard pricing ranges from \$1.62 to \$1.92 per mail piece based upon quantity approved by client;
 - Internet marketing - \$350/month per search.
 - AMA physician profiles - \$25.
- 6. Prior approved expenses will be billed as they are incurred. RECRUITER must submit written prior approval with invoice for any and all reimbursable expense reimbursement requests. TTUHSC will pay all invoices submitted NET 30 as required by Texas law.
- 7. TTUHSC will reimburse candidate (and spouse, if applicable) travel and accommodation expenses **directly** to the candidate.
- 8. The Placement Fees will apply to any candidate subsequently hired by TTUHSC that RECRUITER introduced to TTUHSC for one (1) year after introduction.

ARTICLE IV

REPLACEMENT SEARCH

RECRUITER agrees to replace, at no additional cost to TTUHSC other than out of pocket expenses, any candidate who does not report for work after the candidate's hiring by TTUHSC or leaves the employment of TTUHSC within one year of the date the candidate begins employment with TTUHSC.

ARTICLE V

CONFIDENTIALITY

In the course of accomplishing a permanent placement, both RECRUITER and TTUHSC will receive information, data, items and materials relating to each other's personnel, business plans, methods and techniques, financing, financial condition, customers, lists,

accounts, pricing debts, assets, facilities and marketing, which both parties agree is Confidential Information.

RECRUITER and TTUHSC agree not to disclose the Confidential Information of the other party, to any third party, without express written consent, either during the term of this Agreement or for two years after its termination.

Confidential Information does not include information that is (a) generally known in the industry in which RECRUITER and TTUHSC compete; or (b) is readily ascertainable by lawful means.

ARTICLE VI

TERM

The term of this Agreement shall be from December 20, 2010 through August 31, 2011 with an option to renew for four (4) additional twelve (12) month periods

This Agreement may be terminated with or without cause at any time during the term of this Agreement, inclusive of any renewal periods, with thirty (30) days written notice by either party. Payment obligations incurred prior to termination shall remain in effect.

ARTICLE VII

GENERAL PROVISIONS

Nothing in the Agreement is intended nor shall be construed to create an employer/employee relationship between the contracting parties.

The sole interest and responsibility of the parties is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that any invalid provisions are not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall remain in full force and shall in no way be effected, impaired, or invalidated.

Neither party shall have the right to assign or transfer their rights to any third parties under this Agreement without prior written consent of the non-transferring party.

This Agreement may be amended in writing to include such provision(s) upon which the Parties may agree.

Any waiver of any provision of this contract must be in writing signed by the person against whom the waiver is asserted; the waiver of enforcement of any provision of this contract shall not constitute waiver of any other provision of this contract.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil practices and Remedies Code and any amendments thereto.

RECRUITER certifies and affirms that as of the effective date of this Agreement, RECRUITER is not in violation of a Texas payment law that would prohibit it from receiving payment under this Agreement. If this certification is inaccurate and RECRUITER is or at any time becomes in violation of such payment law, payments under this Agreement shall be applied directly toward eliminating RECRUITER'S debt or delinquency as directed by the Comptroller of the State of Texas.

RECRUITER agrees to provide the following notice to all of its employees and subcontractors who may work on any campus of Texas Tech University System; All sex offenders required to register

with local law enforcement authorities under Chapter 62 of the Texas Code of Criminal Procedure and who intend to work or carry on a vocation (full-time or part-time) on any campus of Texas Tech University System for a consecutive period exceeding fourteen (14) days or for an aggregate period exceeding thirty (30) days in a calendar year are required to register (or verify registration) with the law enforcement authority for campus security in accordance with Article 52.064 of the Texas Code of Criminal Procedure within 7 days of beginning work on any campus of Texas Tech University System., In addition, such sex offenders are required to notify the law enforcement authority for the campus security within seven (7) days of terminating work on any campus of Texas Tech University system. For additional information, please contact the Texas Tech University Police Department, 2901 4a' St., Lubbock, TX 79408, 806-742-3931.

ARTICLE VIII

CONTRACT DISPUTE RESOLUTION

RECRUITER shall use Texas Government Code, Chapter 2260's dispute resolution process to attempt to resolve any claim for breach of contract arising under this Agreement that is not resolved in the ordinary course of business. Chapter 2260 requires RECRUITER to initiate the process by providing written notice of a claim and negotiating with TTUHSC, the conditions precedent to the contested case process. Governed by rules adopted by the Texas Attorney General's Office, the contested case process is RECRUITER'S sole and exclusive method to seek a remedy for breach, unless, after considering the Administrative Law Judge's report, the Legislature gives consent for RECRUITER to sue under Chapter 107 of the Civil Practices and Remedies Code. An event of claim for breach of contract is not grounds for RECRUITER to suspend performance under this Agreement.


TTUHSC DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OF OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT, AND

THE DISPUTE RESOLUTION PROCESS DOES NOT AFFECT TTUHSC'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN A LAWSUIT.

Signature Page Follows

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this contract.

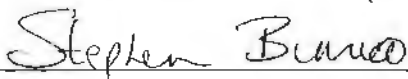
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER



Donald R. Sarchet
Sr. Director of Purchasing

Date: 12/21/2010

VENDOR: Arthur Marshall Inc.



Signature

Date: December 17, 2010

Stephen Bianco
Printed Name

Associate Partner
Title

ATTACHMENT A
Texas Tech University Health Sciences Center
Terms and Conditions

1. VENDOR AFFIRMATION

- a) the vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this purchase order.
- b) the vendor is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171, Tax Code.
- c) neither the vendor nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- d) Under Section 231.005, Family Code (relating to child support), the vendor or applicant certifies that the individual or business entity named in this contract bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- e) under Section 2155.004 of the Texas Government Code (relating to the collection of state and locals sales and use taxes), the vendor certifies that the individual or business entity named in this purchase order is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- f) the vendor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents, and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, subvendor, or supplier of vendor in the execution of performance of this contract.
- g) Sanction or Exclusion Search - Vendor warrants that neither it or any of its employees or agents who provide items or services under this Agreement is excluded from participation in any federal or state health care program or federally funded contracts. TTUHSC shall initially and periodically thereafter conduct searches of Vendor's name against various federal and state sanction and exclusion databases, including, but not limited to the Federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE), the General Services Administration Excluded Parties List System (EPLS) and the Texas Health and Human Services Commission Exclusion List. Vendor agrees to immediately inform TTUHSC if it or any of its employees providing items or services under the Agreement are subject to the imposition of any such sanctions or exclusion. The Agreement shall be subject to immediate termination in TTUHSC's sole discretion in the event Vendor, or any of its employees, agents or vendors, are listed on any federal or state sanction/exclusion list as being subject to sanctions or exclusion.
- h) Cooperation with TTUHSC's Compliance Programs. TTUHSC is an entity subject to the Deficit Reduction Act of 2005 and is required to establish and disseminate policies to be adopted by its vendors and agents. Accordingly, Vendor agrees that it will comply with federal, state or local laws or regulations applicable to Vendor's performance under the Agreement. Vendor further agrees that it will comply with applicable TTUHSC Operating Policies and Procedures located at <http://www.ttuhsc.edu/HSC/OP>, including, but not limited to HSC OP 52.06, Standards and Ethics Guidance, HSC OP 52.03, Compliance HotLine, and HSC OP 52.04, Reporting Violations; Non-Retaliation Policy, as well as all

relevant published TTUHSC compliance programs, which are available on its website: <http://www.ttuhscc.edu/hsc/op>. If Vendor performs coding/billing services or provides health care items or services on behalf of TTUHSC, upon request from TTUHSC's Billing Compliance Office, Vendor agrees to participate in TTUHSC's billing compliance training sessions.

- i) Reporting - Vendor agrees to inform TTUHSC of any violation of its obligations under this Agreement or the Agreement regarding compliance, and of any conduct of which it becomes aware related to the performance of the Vendor's obligations under the Agreement by it or any of its employees, agents or vendors, or by TTUHSC or any of its agents, employees or vendors, which a reasonable person would conclude may violate any of the legal or regulatory requirements identified herein, may represent or be the product of a conflict of interest, kickback or other inducement, or otherwise constitute fraud, waste or abuse. Such reporting may be to Texas Tech Compliance and Ethics Line (1-866-294-9352) or to the Institutional Compliance Officer (806-743-3950).
- j) Breach - Vendor's breach of any of the provisions of these terms shall constitute a material breach of the Agreement and may result in immediate termination of the Agreement by TTUHSC. Vendor's breach shall entitle TTUHSC to any of the remedies provided in the Agreement in addition to any remedies provided by law.
- k) The Vendor shall defend, indemnify, and hold harmless Texas Tech University Health Sciences Center from all claims involving infringement of patents and/or copyrights.

2. Dispute Resolution

The dispute resolution process provided for in the Texas Government Code, Chapter 2260 shall be used, as further described herein, by the University and the Vendor in an attempt to resolve any unresolved claim for breach of contract arising under this Agreement and made by the Vendor:

- a) A Vendor's claim for breach of this contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Government Code, Chapter 2260, Subchapter B. To initiate the process, the Vendor shall submit written notice, as required by Subchapter B, to the Director of Purchasing. Said notice specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the University and the Vendor that are otherwise entitled to notice under this Agreement. Compliance by the Vendor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code, Chapter 2260, Subchapter C.
- b) The contested case process provided in Government Code Chapter 2260, Subchapter C, shall be the Vendor's sole and exclusive process for seeking a remedy for an alleged breach of contract by the University if the Parties are unable to resolve their disputes in the ordinary course of business or under Chapter 2260, Subchapter B, UNLESS, after considering the recommendation of the Administrative Law Judge, the Legislature grants the Vendor consent to sue under Chapter 107 of the Civil Practices and Remedies Code.
- c) NEITHER THE EXECUTION OF THIS CONTRACT BY THE UNIVERSITY NOR ANY OTHER CONDUCT OF ANY REPRESENTATIVE OF THE UNIVERSITY RELATING TO THE CONTRACT SHALL BE CONSIDERED A WAIVER OF THE UNIVERSITY'S SOVEREIGN IMMUNITY TO SUIT.
- d) The dispute resolution process provided for in Government Code Chapter 2260 will not, at any time, affect the University's right or ability to bring suit against the Vendor for disputes arising under this Agreement, nor will it affect the University's ability to assert all claims and defenses in a lawsuit.

- e) Pursuant to Chapter 2260, the submission, processing and resolution of the Vendor's claim is governed by the published rules adopted by the Texas Attorney General's Office, as currently effective, hereafter enacted or subsequently amended.
- f) An event of claim for breach of contract is not grounds for the Vendor to suspend performance under this Agreement.

3. MUTUAL RESPONSIBILITY

TTUHSC is responsible for its own negligence, gross negligence, willful misconduct or legal wrongdoing in any way connected with the performance of any work under this agreement which results in claims or liabilities, penalties, costs or expenses.

Vendor is responsible for its own negligence, gross negligence, willful misconduct or legal wrongdoing in any way connected with the performance of any work under this agreement which results in claims or liabilities, penalties, costs or expenses.

4. INSURANCE COVERAGE

As a state agency, TTUHSC is subject to the Texas Tort Claims Act, which covers us in lieu of comprehensive or general liability insurance. Therefore, TTUHSC does not and will not carry such insurance, so a contract must not have such a provision.

5. PAYMENT - Vendor shall submit two copies of an itemized invoice showing purchase order number on all copies. Invoices must be mailed to TTUHSC, Payables Department, PO Box 5907, Lubbock, TX 79430. TTUHSC will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment will be governed by Texas Government Code Chapter 2251.

6. AWARD OF CONTRACT The contract shall be governed, construed, and interpreted under the laws of the State of Texas.