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Union County Educational Services Commission
45 Cardinal Drive
Westfield, NJ 07090

August 24, 2022

This Letter Agreement outlines the terms under which Delta-T Group North Jersey, Inc. ("Delta-T") will refer interim professionals to **Union County Educational Services Commission** ("Client"). This Agreement shall commence on the date first stated above and continue for an initial term of one (1) year or such shorter period in the event that the parties execute a more comprehensive agreement. This Agreement shall automatically renew for successive 1-year terms. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

The professionals referred to Client through Delta-T are Independent Contractors ("Contractor(s)"). Delta-T requires, as part of its arrangement with the Contractors, that each Contractor sign an operating agreement with Delta-T before they are contracted out to Client's facility.

Contractor, while retained by Client through Delta-T, is to perform services for Client exclusively through Delta-T. Client will not engage, hire or contract with Contractor independent of Delta-T, either directly or through another agency, without first notifying Delta-T. Delta-T's Temp to Perm Policy is that from the time Client notifies Delta-T of its intention to engage, hire or contract with a Contractor independent of Delta-T, the Contractor must work 750 hours through Delta-T at a Client facility before the Contractor may work or perform services for Client independent of Delta-T. This 750-hour requirement remains in effect for 6 months after the last date of a Contractor's referral with Client through Delta-T. Client may hire or contract with Contractor without meeting this 750-hour requirement by making payment to Delta-T the sum of \$7,500.00 or a sum equal to 1/3 of the total compensation package offered to Contractor, whichever sum is greater.

All invoices for services are due net thirty (30) days and will be forwarded to Client's attention. Client shall notify Delta-T of any disputed amounts within ten (10) business days of Client's receipt of invoice. Invoices or amounts not disputed within this time period shall be deemed accepted by Client. Client shall not withhold payment of any undisputed amounts. All outstanding balances are subject to statutory interest and a late charge. If payment is not made in accordance with these terms, Delta-T will cease referring Contractors to Client and Contractors will not be released for referral until payment is received in full. Delta-T shall be entitled to recover reasonable attorneys fees in the event legal action is necessary to enforce the terms of this Letter Agreement.

Thank you for choosing Delta-T. We look forward to continuing our business relationship. If these terms are acceptable, please sign and return this to our office as soon as possible.

Respectfully,

Scott R. McAndrews

Scott R. McAndrews, President

By: _____
Signature of Client Representative

_____ Date

Carrie M. Dattilo, Superintendent
Print Name and Title

Delta-T Group North Jersey, Inc.
Behavioral Healthcare Referral Agency