



Delta-T Group
POB 884
Bryn Mawr, PA 19010
Phone: 800-251-8501
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Services Agreement Instruction Sheet

We thank you for your interest in Delta-T Group. Below please find our Services Agreement. It outlines your contracting relationship with us. Please read it over carefully and contact us with any questions.

Instructions:

- Fill in your name on Page 1, on the second line.
- Fill in your name, address, and telephone number on page 4.
- Sign and Date on bottom of page 4.
- Complete Waiver form Exhibit A on page 5.
- FAX completed copy to 610-527-9547

Question:

- Call 1-800-251-8501

SERVICES AGREEMENT

THIS AGREEMENT is entered into between DELTA-T GROUP _____, INC. (hereinafter called "DELTA-T") and _____, (hereinafter called "Independent Contractor").

WHEREAS, DELTA-T is engaged in the business of providing background-screening, credential-verification, marketing and administrative services to self-employed behavioral healthcare professionals.

WHEREAS, Independent Contractor (hereinafter called "IC") desires to avail itself of the services that DELTA-T offers. IC represents that he/she is a behavioral healthcare professional who is customarily engaged in an independent business or occupation and who holds himself/herself out to the public as independently competent and available in his/her field of professional specialty.

WHEREAS, DELTA-T will not and will have no right to provide any supervision or control over the services that IC performs for any entity or person ("CLIENT") to which IC is introduced by Delta-T hereunder. IC understands and acknowledges that this relationship does not contemplate IC performing any services for DELTA-T or on a DELTA-T premises.

WHEREAS, nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between DELTA-T and IC.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to legally bind themselves, their heirs, executors, administrators, successors and assigns, the parties hereto agree as follows:

The preamble and recitals are incorporated into and made a part of this Agreement.

OBLIGATIONS OF DELTA-T

1) Client Introductions. DELTA-T will notify IC about CLIENT opportunities of which DELTA-T becomes aware and which DELTA-T determines, in its discretion, would be of interest to IC. IC represents that he/she (i) does not intend to rely on DELTA-T as IC's sole source for obtaining access to potential client opportunities, and (ii) understands and acknowledges that DELTA-T does not offer any assurance or representation as to the number of CLIENT opportunities that it will notify IC about at any time.

INDEPENDENT CONTRACTOR RELATIONSHIP

2) Independent Contractor. IC represents himself/herself to DELTA-T as a self-employed independent contractor, and warrants that he/she will represent himself/herself to third parties, including federal, state or municipal agencies, as an independent contractor, and not as an employee, agent or representative of DELTA-T.

3) General Conditions of Relationship. DELTA-T and IC agree to the following:

- a)** This relationship is not exclusive; IC retains the right to market his/her services through other means, and Delta-T retains the right to enter into similar relationships with other behavioral healthcare professionals.
- b)** IC shall be responsible for all equipment, tools, materials, transportation, office space and/or supplies, and any other costs or expenses that IC incurs or desires in connection with the operation of his/her business, including the performance of CLIENT services.
- c)** IC warrants that he/she possesses the requisite qualifications and experience to perform a CLIENT opportunity that IC accepts hereunder and IC acknowledges that he/she will not receive any training of any kind or nature from DELTA-T.
- d)** IC and CLIENT will independently determine the location where IC will perform services for the CLIENT. DELTA-T is not a clinical facility and no services will be provided on DELTA-T's premises. IC represents that he/she maintains a separate place of business that is independent from DELTA-T.
- e)** IC shall be solely responsible for the payment of insurance premiums, licensing fees, professional dues and other costs or expenses connected with the operation of his/her business and/or the performance of CLIENT services. DELTA-T will not reimburse IC for any costs or expenses of any kind or nature.

f) IC shall retain the right at his/her sole discretion to hire employees or assistants to operate his/her business (administrative or otherwise). IC agrees to comply with any and all applicable worker's/unemployment compensation laws with respect to IC and his/her employees.

4) Taxes, Insurance, Fringe Benefits. IC is solely responsible for reporting and paying all required state and federal taxes, including but not limited to, Social Security and Medicare taxes, and state and federal unemployment taxes and for maintaining any workers' compensation insurance and disability insurance that IC elects to maintain or that is required by applicable law. It is understood that IC will not be eligible to participate in any of DELTA-T's employee benefit programs, and IC shall make no claim against DELTA-T for workers' compensation, disability, unemployment, sick leave, vacation, pension, retirement, profit sharing, or benefits of any kind. The unemployment/worker's compensation/disability waiver is attached hereto as Exhibit "A" and is incorporated herein as if fully set forth.

RIGHTS AND OBLIGATIONS OF INDEPENDENT CONTRACTOR

5) CLIENT Opportunities. IC retains absolute discretion whether to accept or decline any CLIENT opportunity that IC learns about from DELTA-T. IC acknowledges that it is his/her responsibility to instruct DELTA-T as to his/her tentative availability to take on work for a particular calendar month in which he/she is seeking CLIENT opportunities. Any acceptance by IC of a CLIENT opportunity that DELTA-T offers will be effective only upon verbal communication of the same by IC to DELTA-T. Until such time that DELTA-T receives an acceptance from IC, neither party hereto is under any obligation to the other.

IC's actual work hours and all other parameters governing a CLIENT opportunity shall be negotiated exclusively between IC and CLIENT. Any changes to a CLIENT opportunity shall be within the sole discretion and at the mutual consent of IC and CLIENT. In the event of illness or for other reasons IC shall deal directly with the CLIENT to make alternate arrangements.

6) Control. IC has the sole right to control and direct the means, manner, and method by which IC will perform services for a CLIENT obtained through DELTA-T.

7) Invoice. In the form of a weekly vendor invoice, IC shall provide to DELTA-T a detailed written invoice, including but not limited to, the days and hours of service provided to each CLIENT obtained through DELTA-T. IC will receive CLIENT payments for such service in accordance with the rate the CLIENT offered and IC accepted at the time the opportunity is accepted (unless the parties thereafter agree to a different rate), and shall become part of the permanent IC records that DELTA-T maintains, which are available for inspection by IC at any reasonable time on any business day. If DELTA-T does not receive an invoice in a timely manner within the appropriate vendor payment cycle, IC will not receive remuneration for the services reflected on the invoice until the next payment cycle.

IC's right to receive fees for services performed for a CLIENT obtained through DELTA-T is conditioned on the CLIENT's payment of such fees. IC will generally receive CLIENT payments on the terms Net 20 days after a written invoice is received by DELTA-T, provided IC has supplied to CLIENT all documentation regarding the underlying services that the CLIENT requires.

8) Ethical Practices. IC hereby attests that he/she will not furnish false, fraudulent, incomplete, or unverified information to Delta-T or a CLIENT. In addition, IC understands that DELTA-T receives a fee on an ongoing basis from the transaction that creates a relationship between IC and a CLIENT obtained through Delta-T that is based on the number of hours of service that IC performs for such CLIENT. IC agrees that while performing services for a CLIENT obtained through DELTA-T, IC will not encourage or participate in any act or omission that is designed to, or that would reasonably be expected to, interfere with DELTA-T's right to collect its fee with respect to such relationship.

The terms and conditions outlined above in this Paragraph shall remain in effect and binding for a period of six months following the termination of this Agreement.

9) Breach. If IC accepts a CLIENT opportunity obtained through DELTA-T and based on that acceptance DELTA-T advises other behavioral healthcare professionals who inquire about the opportunity that it is no longer available and/or discontinues informing other behavioral healthcare professionals about the opportunity, and IC thereafter fails to, or advises DELTA-T that it will not, perform the opportunity, IC shall be considered to have breached its obligations under this Agreement and shall be liable to DELTA-T for liquidated damages in the amount of fifty dollars (\$50.00) for each CLIENT opportunity that IC has accepted but not performed. For these purposes, a CLIENT opportunity shall mean each separate opportunity for which the CLIENT requests an introduction to a behavioral healthcare professional. IC hereby authorizes and instructs DELTA-T to deduct from any CLIENT payment to IC any outstanding amounts that IC owes DELTA-T pursuant to this Paragraph 9 and to apply the amount deducted in satisfaction of such amount, but this is not DELTA-T's exclusive remedy.

10) Professional Liability Insurance. IC will not be eligible to receive notification of a CLIENT opportunity hereunder with a CLIENT that requires professional liability insurance unless IC provides DELTA-T with evidence that IC maintains an insurance policy that satisfies CLIENT's criteria.

In the event of cancellation, change, expiration, lapse or rejection of application of said insurance policy for any reason whatsoever, IC shall notify DELTA-T in writing, to DELTA-T's office, within twenty four (24) hours of IC being notified of same.

11) Indemnification of Liability. IC shall indemnify and hold DELTA-T harmless from and against any and all claims asserted against DELTA-T by anyone that pertain in any way to the acts or omissions of IC in connection with the services that IC provided or agreed to provide for a CLIENT obtained through DELTA-T, including but not limited to, reasonable attorneys' fees and costs incurred by DELTA-T in defending against such claims.

TERMINATION OF AGREEMENT

12) Termination by Either Party. Either party may terminate this Agreement on thirty (30) days' written notice to the other party specifying the date of termination; otherwise the Agreement shall remain in force for a term of one (1) year from the date of execution. The Agreement shall be automatically renewed each year for consecutive one (1) year terms, without the necessity of notice by either party, unless canceled in accordance with the terms of this section. A termination of the Agreement by either party shall not work as a waiver of any right to pursue damages for a pre-existing breach. The parties herein shall deal with each other in good faith during the 30-day period following any notice of intent to terminate.

13) Termination on Occurrence of Stated Events. This Agreement shall be considered breached and shall automatically terminate upon the happening of the following events:

- A. Material violation of this Agreement; and/or
- B. Any act exposing the other party to liability to others for personal injury or property damage.

GENERAL PROVISIONS

14) Entire Agreement of the Parties. This Agreement represents the entire agreement between the parties, and supersedes any and all prior or contemporaneous oral or written agreements. No changes shall be valid unless in writing and executed by both parties, and if any provision hereof shall be held unenforceable, the remaining provisions will remain in full force and effect. This Agreement shall be binding upon the parties, their successors and assigns.

15) Notices. Any notice given pursuant to this Agreement shall be given by personal delivery, facsimile, overnight delivery service postage prepaid, registered or certified mail, with return receipt requested, directed to the parties at the following addresses:

For IC: _____

For DELTA-T: DELTA-T GROUP
SCOTT MCANDREWS, EVP
P.O. BOX 884
BRYN MAWR, PA 19010

16) Governing Law. This Agreement shall be governed by the laws of the State of Pennsylvania, without regard to choice of law principles and regardless of where IC's work is performed. Any litigation shall be brought in the state or federal courts of the State of Pennsylvania. Each party agrees to the exercise of personal jurisdiction over it by such courts to the full extent permitted by law.

17) Attorney's Fees. Except as provided in Paragraph 11, if any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, including litigation costs in addition to any other relief to which it may be entitled. For these purposes, a party shall be deemed to be the "prevailing party" if the amount of the judgment is closer to the amount it has last communicated by written means to the other party as the amount it would accept/pay in resolution of the claim.

18) Confidentiality. The financial arrangements between Delta-T and IC and between Delta-T and CLIENT are confidential. IC warrants that he/she will honor and respect the confidentiality of both relationships.

19) Interpretation. This Agreement has been negotiated between the parties. Accordingly, no provision of this Agreement shall be construed more harshly against one party by reason of such party being deemed the "author" of the Agreement. Section headings are not to be considered a part of this Agreement or to be a full and accurate description of the contents hereof.

The following signatures hereby indicates that the above Agreement, pages one through four, has been read, understood and agreed upon by all parties involved. The parties hereto agree that facsimile signatures shall be as effective as if originals.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20__.

DELTA-T: _____ **DATE:** _____
BY: _____

INDEPENDENT CONTRACTOR: _____ **DATE:** _____
BY: _____
(IC Signature)

**WAIVER
OF
UNEMPLOYMENT COMPENSATION
WORKER'S COMPENSATION
AND
DISABILITY INSURANCE**

EXHIBIT "A"

I, _____, hereby acknowledge that my status is that of an Independent Contractor and as an Independent Contractor (hereinafter "IC") I am deemed self-employed. I understand that the work that I perform as an IC will not be supervised by DELTA-T. I realize that because of my Independent Contractor status I am not entitled to receive the following benefits, including those stated in the Agreement, through DELTA-T:

- Unemployment Compensation**
- Worker's Compensation**
- Disability Insurance**

I acknowledge that if this waiver was violated, DELTA-T would be forced to incur costs in defending itself. It is agreed by the parties that the parties cannot adequately ascertain or estimate the entire or exact cost, damage or injury which DELTA-T or CLIENT would sustain, and I agree that I shall pay the sum of \$500 as liquidated damages in the event that I file a claim for unemployment compensation, workers' compensation or disability insurance against DELTA-T, CLIENT or otherwise breach this provision.

The following signature hereby indicates that I have read the above Waiver and that I understand it and agree to the terms stated herein.

By: _____
(Signature)

Print Name

Date _____