

RH Customer Agreement for Professional Services

This RH Customer Agreement for Professional Services with Statement(s) of Work (the "Agreement") governs transactions by which you retain the Services of Robert Half International Inc., doing staffing business through its division Robert Half Management Resources ("RH"), to assist **Town of Norwich** ("you" or "your") in meeting its interim or project requirements.

Part 1 - General

1.1 Definitions

"Professional" means the individual assigned to you by RH.

"Branch" means the RH branch located at the address identified under the Robert Half International Inc. signature line of this Agreement.

"Services" means the provision of services by the Professional to you.

1.2 Agreement Structure

All Services provided under this Agreement shall be memorialized in a statement of work substantially in the form attached hereto as Exhibit A, which, when fully executed by both parties, shall be incorporated into and made a part of this Agreement as though fully set forth herein (each a "Statement of Work"). Each Statement of Work will include, among other things, a description of the Services, fees for Services and the name of your supervisor. In order to initiate Services, the parties will execute a Statement of Work. Once RH agrees to provide the requested Services, RH will send you a job arrangement letter confirming each candidate's name, bill rate and overtime rate ("Job Arrangement Letters"). The terms in the Job Arrangement Letters are also part of this Agreement.

You accept the terms in a Job Arrangement Letter by your approval of the RH employee's weekly timesheet or electronic time record. Services become subject to this Agreement when a) the parties sign a Statement of Work for the Services or b) RH accepts your order by 1) sending you a job arrangement letter, or 2) providing the Services.

In the event there is a conflict among the terms in the various documents, the order of precedence shall be: (1) the body of this Agreement; (2) the Statement of Work; and (3) the Job Arrangement Letter.

1.3 Charges and Payment

Amounts are due and payable as RH specifies in Exhibit B, including the fees payable for directly hiring Professionals and the fees payable if a Professional works overtime, e.g., in excess of 40 hours per week. You agree to pay accordingly, including any late payment fee.

1.4 Changes to the Agreement Terms

For a change to be valid, both parties must sign it. Additional or different terms in any written communication from you (such as a purchase order) are void.

1.5 Limitation of Liability

Circumstances may arise where, because of a default on RH's part or other liability, you are entitled to recover damages from RH. Regardless of the basis on which you are entitled to claim damages from RH (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), RH's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to RH for the Services that are the subject of the claim. It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and RH shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.

Items for Which RH is Not Liable

Under no circumstances is RH liable for any special, incidental, exemplary, indirect, or consequential damages (including, but not limited to, lost business, profits, revenue, goodwill, or anticipated savings), even if informed of the possibility.

1.6 General Principles of Our Relationship

- a. Each party will maintain workers' compensation insurance and commercial liability.
- b. RH will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Professionals.
- c. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

1.7 Agreement Term

This Agreement will continue for a period of one year after the last date listed below, unless terminated earlier. Either party may terminate this Agreement on thirty days' written notice to the other.

Either party may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, including the payment obligations set forth in Section 1.3 above, and apply to each party's respective successors and assignees.

1.8 Warranties

EXCEPT AS SET FORTH IN EXHIBIT A, RH MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Part 2 - Services

2.1 Pre-Assignment Screening

If you require RH to perform background checks or other placement screenings of Professionals, you agree to notify RH prior to the start of services under this Agreement. RH will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If you request a copy of the results of any checks conducted on RH's Professionals, you agree to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

2.2 Scope of Assignment

You shall supervise Professionals providing services to you. You shall not permit or require Professionals (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; or unless otherwise agreed in writing by RH, you will not permit our Professional to use computers or other electronic devices, software, services, tools, e-mail accounts or network equipment owned or licensed by Professional.

2.3 Cash Handling and Other Financial Transactions and Activities

Since RH is not a professional accounting firm, you agree that you will not permit or require a Professional (a) to render an opinion on behalf of RH or on your behalf regarding financial statements; (b) to sign the name of RH on any document; or (c) to sign their own names on financial statements or tax returns. If you permit or allow our Professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, you accept sole responsibility for all claims, demands and liability that may arise from permitting these activities. You represent and warrant that to the extent you permit or allow a Professional to engage in the activities described in this paragraph, you will not permit or allow the Professional to handle more than (i) \$1,000 per day if you are a non-profit entity, or (ii) \$25,000 per day if you are a for-profit entity.

2.4 Workplace Safety

You agree that you have full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to your business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, our Professional working on your premises. To ensure the safety of potentially vulnerable individuals on your premises, you agree not to permit our Professionals to have unsupervised or unmonitored contact with (1) minors or (2) adults who are under your care, custody or supervision because of mental health impairments. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, you will notify RH immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if RH is legally required to initiate E-Verify verification procedures for any Professionals. RH reserves the right to re-assign any Professionals.

2.5 Operation of Vehicles and Equipment

We do not authorize our Professionals to operate machinery (other than office machines) or vehicles. If you wish to permit our Professionals to drive for business purposes, you accept sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of such driving. If you require our Professionals to drive a vehicle owned by you or by a your employee, you agree to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will you permit our Professionals to: (i) make bank deposits; (ii) carry cash in excess of \$100, negotiable instruments or other valuables while driving; or (iii) have passengers in the vehicle. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.

2.6 Remote Work

You may request that a Professional provide services to you remotely (i.e., from a location other than your or your customer's premises) using a laptop and/or other computer or telecommunications equipment provided by you or RH (collectively, the "Equipment"). In such case, you acknowledge and agree that RH shall have no control over, and you shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Professional, and (ii) the security or integrity of, and for backing up, the data and other information stored therein or transmitted thereby. Moreover, you must not permit a Professional to save or store any of your files or other data on the Computer Systems provided by RH (including, but not limited to, any virtual desktop infrastructure solution). You agree that RH shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

2.7 Claims

You hereby agree to waive all claims against Robert Half International Inc. and its subsidiaries, divisions and affiliates, including their respective employees, officers and directors (individually and together, "Robert Half") and to defend and indemnify Robert Half against any claim, demand or liability arising from your failure to comply with the terms of this Agreement, including, but not limited to, claims arising from any damage to goods, materials or other items. You agree to be responsible for reporting any claim to RH in writing during or within ninety (90) days after the termination of the applicable assignment. RH will not be responsible for any claim related to the engagement, including, but not limited to, any Services performed during such engagement, unless you have reported such claim in writing to RH within ninety (90) days after termination of the applicable assignment.

2.8 Confidentiality

The Professionals will execute any confidentiality agreement that you may require. You agree to be responsible for obtaining the Professional's signature. You agree to hold in confidence the identity of any Professional and the Professional's resume, social security number and other legally protected personal information, and you agree to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

2.9 Engagement Feedback

Periodically, RH will provide to you an Engagement Status Report in the form of Exhibit C. In addition, RH's Client Service Director will periodically contact your Project Manager to obtain feedback regarding each employee's performance and work quality. You agree to provide RH with prompt and sufficient feedback to ensure successful completion of the engagement.

This Agreement is only applicable to, and the only Robert Half division and branch obligated under this Agreement are, the Robert Management Resources division of the Branch. This Agreement and its job arrangement letter(s) are the complete agreement regarding these transactions, and replace any prior oral or written communications between the Branch and you regarding these transactions.

By signing below, both parties agree to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement or job arrangement letter made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Services ordered under this Agreement are subject to it.

Agreed to:
Town of Norwich

Agreed to:
Robert Half International Inc.

By _____
Authorized signature

By _____
Authorized signature

Name (type or print): Brennan Duffy

Name (type or print): Barry Roy

Date:

Date:

Customer address: 300 Mail St, Norwich, Vermont, 05055

Branch address: 1155 Elm St, 7th FL, Manchester, New Hampshire 03101

After signing, please return a copy of this Agreement to the RH "Branch address" shown above.

Exhibit A

STATEMENT OF WORK FOR RH CUSTOMER AGREEMENT

This is a Statement of Work referred to in the RH Customer Agreement for Professional Services for Robert Half Management Resources with Statement(s) of Work dated April 10th , 2023 (the "Agreement"), by and between **Town of Norwich** ("you", "your" or "Client") and Robert Half International Inc., through its division Robert Half Management Resources ("RH"), which Agreement is incorporated into and made a part of this Statement of Work. This Statement of Work shall be effective as of the last date listed below after it is signed by both parties. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

Description of Services: Finance Manager with the ability to perform in depth reconciliations, perform grant financial entries, and complete month and quarter end duties. Bank and reconcile net asset fund accounts. Will also include financial analysis, cash flow, and other financial reporting. Oversight of Staff Accountant and daily accounting activities, including month end duties. Financial reporting duties as well.

Services Start Date: 4/10/2023

Estimated Timetable: 3.5 Months

Job Skills: Listed in description of services

Job Responsibilities: Listed in description of services

Client Supervisor: Name: Miranda Bergmeier
Phone: 802-649-1419 Ext 1

RH Account Representative: Name: Lauren Acevedo
Phone: 603-641-6693

RH Employee: Name: REDACTED
Job Order: 02600-0012634123
Bill Rate: \$95

Termination: Either party may terminate this Statement of Work by giving written notice to the other party.

The parties hereby concur to this Statement of Work.

Agreed to:
[Insert Client Name]

Agreed to:
Robert Half International Inc.

By _____
Authorized signature

By _____
Authorized signature

Name (type or print): Brennan Duffy

Name (type or print): Barry Roy

Date: 4/5/2023

Date: 4/5/2023

Exhibit B

Professionals are assigned to you under the following additional terms:

1. **Guarantee** - RH guarantees your satisfaction with the Services of the Professional by extending to you a two-day (16 hour) guarantee period. If, for any reason, you are dissatisfied with the Professional, RH will not charge for the first sixteen hours worked, provided that you allow RH to replace the Professional. Unless you contact RH before the end of the first sixteen hour guarantee period, you agree that the Professional is satisfactory.
2. **Bill Rates and Time Sheet** - Hourly rates for all assignments will be agreed on a case-by-case basis. Professionals will present a time sheet or an electronic time record to you or your representative for verification and approval at the end of each week. RH will bill you weekly for the total hours worked; RH's invoices are due upon receipt, including applicable sales and service taxes all of which are payable by you. In the event that you fail to pay the invoices when due, you agree to pay all of RH's costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, RH may, at its option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. RH may charge you a technology fee for the provision of equipment or technology, if you request that a Professional use equipment or technology provided by us. RH may also increase its rates to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefits or other costs. RH will provide written or verbal notice of technology fees and/or increase in its rates. Any increase in RH rates will be prospective, starting as of the effective date RH specifies in the notice.
3. **Overtime** - If applicable, overtime will be billed at 1.5 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary.
4. **Hiring the Person Referred to You** - After you evaluate the performance and potential of a Professional on the job, you may wish to employ this person directly. In such event, you agree to pay a conversion fee. The conversion fee is payable if you hire a Professional, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if a Professional is hired by (i) a subsidiary or other related company or business as a result of your referral of the Professional to that company or (ii) one of your customers as a result of the Professional providing services to that customer.

The conversion fee will be owed and invoiced upon your hiring of the Professional, and payment is due upon receipt of the invoice. The same calculation will be used if you convert the Professional on a part-time basis using the full-time equivalent salary.

The conversion fee will equal a percentage of the Professional's aggregate annual compensation, including bonuses:

Hours Billed and Paid	Conversion Rate
Up to 160 hours	25%
161 to 320 hours	22.5%
321 to 480 hours	20%
481 to 600+ hours	17.5%

Exhibit C

ENGAGEMENT STATUS REPORT

Client Name: Town of Norwich

Prepared by (Employee's Name): Lauren Acevedo

Job Order #: 02600-0012634125

Date: 4/5/2023

For Period: 4/10/2023 (from date) to 7/31/2023 (to date)

ENGAGEMENT STATUS SUMMARY

Recent Key Accomplishments:

Provide a brief description of key accomplishments since the last Engagement Status Report:

[Insert Recent Key Accomplishments]

Upcoming Tasks:

Provide a brief description of tasks to be performed before the next Engagement Status Report:

[Insert Upcoming Tasks]

Open Issues:

Provide a brief description of the principal open issues, including any information or assistance required from the Client to move the engagement forward. Please be specific (e.g., identify Client representative(s) who can provide this information or assistance, and when the information or assistance is needed):

[Insert Open Issues]

DRAFT