

# RHG Customer Agreement for Temporary Services

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This RHG Customer Agreement for Temporary Services (the "Agreement") governs transactions by which you retain the Services of Protiviti Government Services, Inc. through its staffing division Robert Half Government ("RHG"), to assist **The Michigan Independent Citizens Redistricting Commission** ("you" or "your" or "Client") in meeting its staffing needs.

## Part 1 - General

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### 1.1 Definitions

"Assigned Individual" means the individual assigned to you by RHG.

"Services" means the provision of services by the Assigned Individual to you as identified in Exhibit B.

### 1.2 Agreement Structure

Additional terms for the Services are included in Exhibit A and Exhibit B, which are attached to this Agreement.

### 1.3 Charges and Payment

Amounts are due and payable as RHG specifies in Exhibits A and B, including the fees payable for directly hiring Assigned Individuals and the fees payable if an Assigned Individual 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 RHG's part or other liability, you are entitled to recover damages from RHG. Regardless of the basis on which you are entitled to claim damages from RHG (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), RHG'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 RHG 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 RHG shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures

#### Items for Which RHG is Not Liable

Under no circumstances is RHG liable for special, incidental or indirect damages or for any consequential damages (including lost profits, business, 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 insurance. Client warrants that it is a permanent commission within the Legislative branch of the State government and the State of Michigan self-insures its own risk of loss.
- b. RHG 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 Assigned Individuals.
- 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 Through December 31, 2021, unless terminated earlier. Either party may terminate this Agreement on ten 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, RHG 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

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- 2.1** If you require RHG to perform background checks or other placement screenings of Assigned Individuals, you agree to notify RHG prior to the start of services under this Agreement. RHG will conduct such checks or screenings only if they are described in this Agreement or in a signed, written amendment to this Agreement. If you request a copy of the results of any checks conducted on RHG's Assigned Individuals, 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** You agree that you are responsible for supervising the Assigned Individuals. You will not permit or require an Assigned Individual (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 final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to make any management decisions; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to operate machinery (other than office machines) or automotive equipment; (vii) engage in any activity that is regulated by US export controls (e.g., ITAR and EAR) without the proper governmental approvals or (ix) engage in any activity that violates the NISPOM or other applicable US government security regulation or law .
- 2.3** It is understood 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, Assigned Individuals working on your premises. To ensure the safety of potentially vulnerable individuals on your premises, you agree not to permit our Assigned Individual to have unsupervised or unmonitored contact with (a) minors or (b) 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 RHG immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if RHG is legally required to initiate E-Verify verification procedures for any Assigned Individual. RHG reserves the right to re-assign any Assigned Individual.
- 2.3** RHG does not authorize our Assigned Individuals to operate machinery (other than office machines) or vehicles. If you wish to permit our Assigned Individuals 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 Assigned Individuals to drive a vehicle owned by you or 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 Assigned Individuals to: (i) make bank deposits, (ii) carry cash in excess of \$100, negotiable instruments or other valuables while driving, or (iii) carry 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.
- 2.3** You may request that RHG permit its Assigned Individuals to provide services to you remotely (i.e., from a location other than your offices) using your or RHG's laptop and/or other computer or telecommunications equipment (the "Equipment"). You acknowledge and agree that RHG 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 Assigned Individual, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Moreover, you must not permit Assigned Individual to save or store any of your files or other data on the Computer Systems provided by RHG (including, but not limited to, any virtual desktop infrastructure solution). You agree that RHG shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.
- 2.4** You agree to waive all claims against RHG and its parents, 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 that you are responsible for reporting any claim to RHG in writing during or within ninety (90) days after the termination of the applicable assignment. RHG will not be responsible for any claim related to any Services unless you have reported such claim in writing to RHG within ninety (90) days after termination of the applicable assignment.
- 2.5** You agree that you are responsible for implementing and maintaining usual, customary and appropriate internal procedures and controls (including accounting, information technology, proprietary information, creative designs and trade secret safeguards) for your company. You agree that you are fully responsible for, and that RHG will not be responsible for, any injuries, claims, damages or losses that may result from your failure to comply with the foregoing.
- 2.6** The Assigned Individual will execute any confidentiality agreement that you may require. You are responsible for obtaining the Assigned Individual's signature. You agree to hold in confidence the identity of any Assigned Individual and the Assigned Individual'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.

This Agreement is only applicable to the RHG division of Protiviti Government Services, Inc. This Agreement is the complete agreement regarding these transactions and replaces any prior oral or written communications between the RHG 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 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:*

**Customer Company name:**

*Agreed to:*

**Protiviti Government Services, Inc. through its staffing division Robert Half Government**

By \_\_\_\_\_

Authorized signature

By \_\_\_\_\_

Authorized signature

Name (type or print):

Name (type or print): John Owen

Date:

Date:

Customer address:

Address: 1640 King Street, suite 400 Alexandria, VA 22314

*After signing, please return a copy of this Agreement to the RHG Address shown above.*

## Exhibit A

Assigned Individuals are assigned to you under the following additional terms:

1. Invoices - Assigned Individual will present a time sheet or an electronic time record to you for verification and approval at the end of each week. RHG will bill you monthly for the total hours worked. RHG's invoices are due upon receipt, including applicable sales and service taxes all of which are payable by you. RHG bills in tenth (0.10) of an hour increment. In the event that you fail to pay the invoices when due, you agree to pay all of RHG's costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, RHG 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. RHG may increase its rates for the Services provided under this Agreement to reflect increases in RHG's own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. RHG will provide written or verbal notice of any increase in its rates for the Services, and such increase will be prospective, starting as of the effective date RHG specifies.
2. After you evaluate the performance and potential of an Assigned Individual 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 the Assigned Individual, 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 the Assigned Individual is hired by (i) a subsidiary or other related company or business as a result of your referral of the Assigned Individual to that company or (ii) one of your customers as a result of the Assigned Individual providing services to that customer.

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

The conversion fee will equal thirty-five percent (35%) of the Assigned Individual's aggregate annual compensation, including bonuses.

3. Overtime - If applicable, overtime will be billed at 1.0 – 2.0 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary.
4. COVID -- RHG does not place Assigned Individuals on assignment for positions as licensed medical or clinical professionals, physicians, health care providers, nurses, nurse practitioners, or health care advocates. None of the personnel RHG places are qualified to perform any clinical duties or duties requiring medical training or licensure. Accordingly, Client agrees not to, under any circumstances, require or permit any RHG Assigned Individuals to provide direct patient care (including, but not limited to, administering vaccinations by injection or otherwise); offer medical treatment, advice or diagnoses; dispense pharmaceuticals; handle patient test results, specimens, or byproducts; or engage in any direct contact or communication related to the above matters with Client's patients. This list of prohibitions is not exhaustive. Client accepts all liability for claims, costs, expenses, damages, liabilities, losses or judgments arising out of the violation of the foregoing and will indemnify RHG (and its employees, officers, directors and shareholders), from any and all liability.

Client has 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 its business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, RHG Assigned Individuals. Safe working conditions shall include, but not be limited to, Client supplying such Assigned Individuals, prior to each shift, with Personal Protective Equipment consistent with OSHA requirements for "high exposure risk" positions.

RHG's Assigned Individuals are only authorized to perform work within the scope of the engagement. It is Client's responsibility to provide appropriate direction, guidance or oversight to RHG's Assigned Individuals for satisfactory performance on your engagement.

4. To the extent permitted by applicable law, RHG will have a third party vendor perform (1) a Social Security Number verification; (2) a seven-year criminal background investigation for the Support Staff for (i) all state and Federal felony convictions and pending felony charges; and (ii) state and Federal misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence, in each case, in each county (and corresponding Federal court districts) where the assigned individual has resided or worked within the U.S. in the last seven years as stated on his or her application with RHG; (3) a statewide seven-year criminal background investigation of Support Staff (except AK, AR, CA, DE, DC, ID, LA, MA, NH, NM, OH, WV, WY) for (i) state felony convictions and pending felony charges; and (ii) state misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence.

However, where such statewide criminal database check is either impracticable, unavailable or would result in a delay of assignment (as determined by our third party vendor), the third party vendor will perform a seven-year criminal background investigation for all (i) state felony convictions and pending felony charges, and (ii) state misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence, in each case, in each county where Support Staff has resided or worked in the U.S. in the last seven years as stated on his or her application; and (4) a seven-year criminal background investigation by having the third party perform a search of its private database of U.S. national criminal records searching for felony convictions and misdemeanor convictions for crimes of dishonesty. Client understands and agrees that the third party vendor's database of U.S. national criminal records (i) is maintained by the third party vendor and not a governmental entity, (ii) is an incomplete aggregation of criminal records, and (iii) will not reveal or identify all criminal convictions. If Client requests a copy of the results of any checks conducted on RHG's Assigned Individual, Client agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

5. Client recognizes that RHG is not a law firm and is not licensed to practice law and has not been retained to provide legal advice or services.

## Exhibit B

Assigned Individual shall provide comprehensive, project-based support to the General Counsel of the Michigan Independent Redistricting Commission (MICRC). The Assigned Individual should have strong interest in working in a fast-paced, team environment, conducting legal research, and embracing varied tasks. Ideally, in addition to a high level of expertise, they will also have an inquisitive nature, be well-organized, personable, hardworking, and detail oriented, and have familiarity with government and public corporation law, preferably at the state level. All duties performed on behalf of the MICRC must be conducted in an impartial, unbiased and non-partisan manner and in accordance with the highest moral, ethical, and legal standards.

Under general supervision of the MICRC General Counsel, the Assigned Individual shall provide professional legal support service to MICRC General Counsel in the form of legal research, drafting of legal documents and routine communications, and assisting in the file preparation.

### Examples of Duties

1. Performs legal research under the direction of an attorney.
2. Gathers information regarding laws, statutes, regulations, court decisions and similar materials.
3. Drafts legal documents and correspondence including, but not limited to, briefs, pleadings, opinions, stipulations, leases, contracts, and other legal documents.
4. Prepares summaries of research results and conclusions.
5. Assists attorneys in conducting discovery by formulating discovery requests and discovery responses.
6. Assists attorneys in responding to Freedom of Information requests by compiling responsive records, conducting review and redaction of exempt information.
7. Locates, collects, organizes, reviews and summarizes documents.
8. Prepares histories and chronologies of events or other subject matter.
9. Prepares written reports and presentations.
10. Assists attorneys in all facets of trial preparation including compilation of witness and trial notebooks and identification and compilation of trial exhibits.
11. Provides administrative assistance such as preparation of statistic reports, file summaries, activity reports and other reports as requested by MICRC General Counsel.
12. Maintains and operates computerized databases.
13. Organizes and maintains litigation, evidence materials, case and other legal files and records.
14. Files pleadings and other legal documents with courts or administrative agencies; efiles documents in all courts.
15. Assists attorneys in carrying out their assignments.
16. Schedules and arranges depositions and other requested meetings, conferences and hearings.
17. Performs other related duties as assigned.

### Minimum Qualifications:

- Successful completion of an American Bar Association approved paralegal/legal studies program and three years of work experience as a Legal Assistant.  
- OR -
- An Associate's degree with a specialization in paralegal studies from an American Bar Association approved institution and two years of work experience as a Legal Assistant.  
- OR -
- Bachelor's degree with a specialization in paralegal studies, legal studies, or legal administration from an American Bar Association-approved institution, and six months of work experience as a Legal Assistant.

### Knowledge of:

- The major legal subjects are applicable to analyzing and appraising facts, evidence, and precedent.
- Research and analysis methods.
- Legal practices and procedures.
- Microsoft Office Suites.

### Skill in:

- Interpreting instructions and guidelines in order to make decisions and take necessary action(s).
- Preparing a variety of legal-related documents.
- Writing reports.
- Legal research and analysis.
- Use of technology as a tool to provide support to attorneys.
- Responding to Freedom of Information Act requests.

**ABILITY TO:**

- Maintain confidentiality and act with integrity.
- Offer creative solutions to sensitive issues using multi-disciplined approach.
- Communicate effectively, both orally and in writing.
- Proofread and edit correspondence and legal documents for accurate grammar, spelling and punctuation usage.
- Identify and solve complex problems.
- Organize work and establish priorities.
- Effectively manage time.
- Follow instructions.
- Maintain composure during stressful situations occurring as a result of workloads and/or deadlines.

Contract Amount Not to exceed \$49,999.99 through December 31, 2021.

Approximately 15-20 hours per week. Hourly rate range \$50/hr. - \$75/hr. for paralegal or associate.