

# CLIENT SERVICES AGREEMENT

- Temporary
- Temp-to-Hire
- Direct-Hire

**DRA** | **25**  
Don Richard Associates | YEARS

*The Employment Professionals*



## SOUTHSIDE

6350 Center Drive, Suite 112  
Norfolk, VA 23502-4107  
Phone: 757.518.8600  
Fax: 757.518.9436

## PENINSULA

739 Thimble Shoals Blvd., Suite 1011-C  
Newport News, VA 23606  
Phone: 757.873.0447  
Fax: 757.873.8294

Specializing in  
Accounting & Finance,  
Legal & Professional Support Staff  
Business Support & Administrative  
Information Technology & Engineering

## TEMPORARY PLACEMENT POLICY

Don Richard Associates Temporary Employees, after thorough screening and reference checks, are placed on assignment to fit the specific needs of an organization.

Don Richard Associates guarantees that such services shall be performed in an acceptable, professional manner by employees who are fully qualified to serve in the capacity specified by the Client. This guarantee includes that the Client will not be billed for the first working day (up to 8 hours) due to dissatisfaction of the services rendered providing the following conditions are met:

1. The qualifications specified by the Client for the temporary employee to possess are adequate for the functions to be performed by the temporary employee.
2. The temporary employee is given adequate instruction and supervision by the Client.
3. The Client notified Don Richard Associates on the first day and does not allow the temporary employee to return to work the following day.

Don Richard Associates assumes all responsibility for payment of wages to the Temporary Employee in compliance with all Federal and State payroll tax requirements.

Don Richard Associates Temporary Employees will be paid and the client will be billed time and one-half for any time worked over 40 hours per week.

Don Richard Associates Temporary Employees are covered through a "Temporary Help Service Errors and Omissions Policy", with Executive Risk Indemnity, Inc.

---

## TEMP-TO-HIRE POLICY

Don Richard Associates offers the following temp-to-hire option provided that:

1. The temporary employee has worked a minimum of 480 hours.
2. The Client account is current and has no past due balance for any employee with Don Richard Associates.
  - (a) For salaries of \$20,000 and below, there will be no conversion fee after the temporary and the client have met the above requirements.
  - (b) For salaries above \$20,000, there will be a conversion fee based upon the annual salary.

The fee percentages are outlined in our "Direct Hire Placement Fee Schedule" and would be reduced by 10% (with a maximum of 50% discounted) for every 160 hours worked on Don Richard Associates' payroll for your company.

Example: Full fee on a salary of \$25,000 x 25% = \$6,250  
After 12 weeks it would be less 30% = \$4,357

If, for any reason, within 12 months of completion of assignment a Don Richard Associates Temporary Employee either:

1. Contacts a Client directly or through a non-employment agency third party, or
2. Is contacted by the Client, for a temporary assignment, the hourly rate last billed by Don Richard Associates for such Temporary Employee shall be billed to the Client for all hours worked by such temporary employee for the Client and the Client agrees to pay such amount to Don Richard Associates.

## DIRECT-HIRE PLACEMENT FEE SCHEDULE

The below listed fees, payable by the Client, are contingent upon a Don Richard Associates applicant being hired by the Client. A 'referral' will be deemed to have been made when one of the following occurrences takes place:

1. Submission of an applicant's resume to the Client by Don Richard Associates;
2. Scheduling of an interview of the applicant with the Client by Don Richard Associates (if a resume is not submitted).

The Client is obligated to notify Don Richard Associates immediately if:

1. The Client receives a resume from any source, for an applicant who had previously worked on a temporary assignment with the Client within the last 12 months through Don Richard Associates,
2. An applicant or another agency forwards a resume that has previously been received by the Client from Don Richard Associates, or
3. The Client receives a resume from Don Richard Associates that has been previously forwarded to Client from another source.

<u>Starting Salary</u>	<u>Fee</u>	<u>STARTING SALARY</u>	<u>FEE</u>
\$18,000 to \$19,000 =	19%	\$24,001 to \$25,000 =	25%
\$19,001 to \$20,000 =	20%	\$25,001 to \$26,000 =	26%
\$20,001 to \$21,000 =	21%	\$26,001 to \$27,000 =	27%
\$21,001 to \$22,000 =	22%	\$27,001 to \$28,000 =	28%
\$22,001 to \$23,000 =	23%	\$28,001 to \$29,000 =	29%
\$23,001 to \$24,000 =	24%	\$29,001 and above =	30%

Example: salary of \$25,000 x 25% = \$6,250

## STATEMENT OF REFUND POLICY

So long as:

1. The placement fee is paid by the Client to Don Richard Associates within agreed upon terms as stated on the invoice.
2. The employee leaves the employment of Client during the first 90 days of employment, for whatever reason.

Don Richard Associates agrees to attempt to replace the employee at no additional fee so long as it is given the sole opportunity to replace such employee and no other placement sources are utilized by the Client. If the preceding conditions are met, and should a suitable applicant not be found for the Client within thirty days of the date Don Richard Associates has been notified, in writing, of the termination of such employee, the placement fee will be refunded.

## STATEMENT OF COLLECTION POLICY

Don Richard Associates shall bill upon the applicants first day of employment with terms of net ten days. A finance charge of 1<sup>1/2</sup> % per month (18% APR) will be added to invoices not paid by the due date. Client agrees to pay in full when the employee is hired. Client agrees that should this account be referred to an attorney for collection to pay all collection costs including attorney fees of 33% of the principal amount due and owing when turned over for collection.

## Statement of EEO Policy

It is the policy of Don Richard Associates to refer ALL candidates meeting the job requirements specified by our Clients, regardless of race, sex, color, national origin, age, religion, disability or veteran status. This is in compliance with EEOC regulations and Affirmative Action policies.

## MISSION STATEMENT

Our mission is to provide qualified career professionals for temporary, permanent, and contract personnel. We specialize in accounting and finance, engineering, office support, information technology and human resources. We do this by networking, recruiting, screening, interviewing, and testing potential candidates.

"Just a quick note to say thank you for the exceptional service that we have received from you and Don Richard Associates. Each temporary that you have assigned to us has portrayed not only a professional image, but also professional work ethics and delightful service skills. You truly understand the Premier clients we serve and service we strive to deliver. You have our trust and continued support."

Michelle S. Butler, Bank of America-Premier Banking

"I would like to take the time to thank Don Richard Associates for the continual professional service they offer to our organization. I have worked with Don Richard Associates since 1996 and feel very strongly about their commitment to their business and to the community in which they work.... I highly recommend Don Richard Associates and their services to any company..."

Rachel Turner, Eastern Virginia Medical School



Southside  
757.518.8600

Peninsula  
757.873.0447