

## **Agency / Family Agreement**

### **I) Purpose**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, between Nannies from the Heartland, Inc. (hereinafter referred to as "the AGENCY") and \_\_\_\_\_ (hereinafter referred to as "the FAMILY"). The purpose of this agreement is to define the terms and conditions under which the AGENCY will assist the FAMILY in the recruitment and hiring of an EMPLOYEE as an in-home childcare provider, often referred to as a "nanny."

### **II) Agency Responsibilities**

The AGENCY agrees to solicit applications, screen and refer qualified persons seeking employment as a nanny. The AGENCY will collect detailed information from each prospective EMPLOYEE regarding experience, qualifications, expectations, health and other items relevant for employment with the FAMILY. The AGENCY will obtain references from the prospective EMPLOYEE and will contact at least three of these to determine the prospective EMPLOYEE's qualifications and suitability for employment with the FAMILY. The AGENCY will provide criminal background, social security trace, sex offender registry and driving record information to the FAMILY.

The AGENCY or a designated representative will personally interview any prospective EMPLOYEE before she/he interviews with the FAMILY. The AGENCY will disclose to the FAMILY all relevant information in its files for each prospective EMPLOYEE presented to the FAMILY for consideration. A detailed file will be provided for each referral that documents the screening process and the results.

### **III) Family Responsibilities**

The FAMILY agrees to provide accurate and complete information to the AGENCY regarding its expectations for an EMPLOYEE and the terms and conditions of employment. In addition, the FAMILY agrees to be interviewed by the AGENCY, either in person or by telephone.

It is the responsibility of the FAMILY to decide whether to hire or not hire an EMPLOYEE from one or more applicants provided by the AGENCY. The FAMILY will review the file provided by the AGENCY, interview the applicant and contact references if desired.

The FAMILY agrees to negotiate and sign a written employment agreement with the selected EMPLOYEE. The agreement insures that important topics are discussed and agreed upon during the employment negotiations. Such agreement will not limit either party's legal right to terminate employment at any time.

The agreement must be substantially consistent with the information provided by the FAMILY to the AGENCY as part of the placement process. The FAMILY may develop its own form or use an employment agreement form that will be provided by the AGENCY. The FAMILY will provide a copy of the signed employment agreement to both the EMPLOYEE and the AGENCY no later than seven (7) days after the first day of employment.

### **IV) Limitation of Liability**

The FAMILY accepts the responsibility for making a decision to hire or not hire an applicant referred by the AGENCY. The FAMILY will make such a decision after reviewing all the relevant information obtained by the AGENCY on the applicant and after conducting their own interview with the applicant. At the time an employment offer is made, the FAMILY agrees that the background work is complete and satisfactory.

The FAMILY understands and agrees that the childcare provider is an EMPLOYEE of the FAMILY and has no employment relationship with the AGENCY. The AGENCY does not guarantee the performance of the selected EMPLOYEE or the accuracy of information provided by the EMPLOYEE or her/his references.

Assuming the AGENCY has not withheld important, relevant information and has not falsified information presented to the FAMILY, the FAMILY agrees to release and discharge the AGENCY from any claims for damages or losses that might result from the employment of a person referred by the AGENCY.

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### V) Placement and Application Fees

The placement fee for a long-term full-time or part-time position is \$1600. The fee for short-term placements is based on the number of months of employment expected at the rate of \$135 per month. The minimum fee for any placement is \$700. The placement fee is due no later than seven (7) days after the first day of employment of an EMPLOYEE referred by the AGENCY. If the placement fee is not received by day eight (8) after the first day of employment of an EMPLOYEE referred by the AGENCY, the AGENCY shall charge the placement fee on the credit card of the FAMILY. No client application shall be accepted without a valid credit card number and authorization of use by the AGENCY. For this purpose, the signing of this agreement specifically authorizes the AGENCY to charge the placement fee to the Family's credit card. There is no provision in this agreement for a "trial" period that delays the employment date. The FAMILY agrees to pay all costs for collection in the event of non-payment.

Depending on the type of services desired, the FAMILY agrees to pay either a \$100 application fee or a \$150 application/consultation fee as a retainer prior to initiation of the placement process. The fee also includes registration in the AGENCY's temporary nanny services. The application fee is non-refundable.

For the next two years the FAMILY agrees not to employ, or refer to other families, any person referred to them by the AGENCY as part of this placement process without the payment of the full placement fee as per the terms of this agreement. The FAMILY also agrees not to employ, or refer to other families, such persons for temporary periods (such as babysitting) without paying the AGENCY's fees for such services.

### VI) Primary Guarantee

The AGENCY guarantees the initial placement of a long-term (i.e. over 11 months) EMPLOYEE for a period of 120 days. If the initial employment relationship is terminated during that period, the FAMILY shall be entitled to continued placement services at no additional cost. Only one free replacement will be made under this guarantee. For positions described as less than 11 months, the primary guarantee period is 30 days.

#### Extended Guarantee

If the initial employment relationship is terminated between 121 and 365 days, the FAMILY shall be entitled to a prorated credit of \$135 per month toward the \$1600 placement fee for a new EMPLOYEE. Example: Placement ends after 9 months, family receives a credit of \$405 (12 months – 9 months = 3 months x \$135 = \$405) which is subtracted from the new \$1600 placement fee. The primary free replacement guarantee then applies to this new placement.

These guarantees (and the discount described below) are contingent upon the following:

- *The placement fee was paid to the AGENCY within seven days after the first day of employment.*
- *A written employment agreement was completed and a copy provided to both the EMPLOYEE and the AGENCY within seven days after the first day of employment.*
- *The actual terms and conditions of employment were consistent with the FAMILY's application to the AGENCY and the written employment agreement.*

### VII) Future Placements

**When the employment relationship is longer than one year**, the FAMILY may contract for future placement services from the AGENCY at a discount. The discount will be 10 percent of either the placement fee paid by the FAMILY or the AGENCY's then current fee, whichever is lower. This discount will be available only if the FAMILY qualified for the guarantee described in the previous section.

For Nannies from the Heartland, Inc.: \_\_\_\_\_  
Mary O'Connor Date

For the Family: \_\_\_\_\_  
Parent Parent Date

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

CVV (3 digit code): \_\_\_\_\_ Billing Address for this card: \_\_\_\_\_