

Relief Caregiver Candidate Referral List  
Memorandum of Understanding  
(Caregiver Candidate)

I, \_\_\_\_\_, the Relief Caregiver **Candidate**, hereinafter referred to as the Candidate, have hereby received the Memorandum of Understanding, and agree to be bound by the following terms:

1. The Candidate agrees to indemnify Mountain Projects, Inc. / Haywood County Senior Resource Center and hold it and all of its directors, officers, employees and agents harmless from any costs or expenses arising out of any claim relating in any way to a Candidate's employment by the Primary Caregiver/Employer (hereinafter referred to as Employer).
2. Prior to being placed on the Relief Caregiver Referral List (hereinafter referred to as the Referral List), the Candidate agrees to hold harmless Mountain Projects, Inc. / Haywood County Senior Resource Center, its successors, assigns, employees and affiliated parties, from any and all types of employment issues and conflicts that might arise between the Candidate and Employer should an employer and employee relationship problem arise between the parties.
3. In order for a Candidate to be accepted for placement on the Referral List, the individual has been screened with a thorough background/criminal history record check by Mountain Projects, Inc., has been found to have a clean or acceptable criminal history, and meets all of the criminal history background check requirements of Mountain Projects, Inc.
4. Mountain Projects, Inc. / Haywood County Senior Resource Center shall not be responsible for any negligence of any kind by the Candidate or Employer as Mountain Projects, Inc. shall only provide a list of screened Candidates to the potential Employer. It is the responsibility of the Employer, not Mountain Projects, Inc., to screen each potential Candidate thoroughly prior to their employment.
5. Mountain Projects, Inc. / Haywood County Senior Resource Center hereby sets forth that a criminal background check has been performed by Mountain Projects, Inc., and is available to both the Candidate and the potential Employer upon request. Mountain Projects, Inc. cannot be held responsible, in any way, for any information, including the criminal history of the Candidate that was not set forth and made known to Mountain Projects, Inc. through the criminal history background check. Mountain Projects, Inc. shall not be held responsible, in any way for any crimes committed by the Candidate or Employer during the scope of employment by the Employer. Mountain Projects, Inc. shall serve only to provide a list of Candidates

to be listed on the Referral List and shall have no liability of any kind to Candidate or the Employer for the action and failures to act by the Candidate or the Employer.

6. Any accidents, injuries, and other incident and relevant matters arising out of the employment of the Candidate by the Employer shall remain between the Candidate and the Employer and shall be settled between the parties, with or without arbitration, a civil suit or small claims proceeding. Mountain Projects, Inc. / Haywood County Senior Resource Center shall at no time be brought into any issue arising between the Candidate and Employer as it is a disinterested party who has no liability in the matter. The Candidate and Employer agree to hold harmless Mountain Projects, Inc. from any and all issues, of any nature, that may arise between Candidate and Employer at any time during their relationship as employer and employee.
7. Once a Candidate has been employed by an Employer, the Candidate and Employer must notify Mountain Projects, Inc. / Haywood County Senior Resource Center at 828-452-2370 within five (5) business days so Mountain Projects, Inc. / Haywood County Senior Resource Center can maintain an accurate and current list of available candidates.
8. Mountain Projects, Inc. assumes no responsibility for tax reporting of liability for taxes incurred. Please direct all questions concerning payments received by the Candidate, paid by the Employer, including tax reporting and withholdings to your accountant.  
  
Mountain Projects, Inc. shall not provide or keep any employment information of the Candidate and the Employer other than the initial information provided in the Application and Criminal History Background Check of the Candidate.
9. Should training be offered at any time by Mountain Projects, Inc. / Haywood County Senior Resource Center or any other collaborating agency, each Candidate and Employer shall be notified of the training and will be encouraged to attend.
10. Mountain Projects, Inc. / Haywood County Senior Resource Center does not employ, contract privately with, license or certify any of the Candidates. Mountain Projects does not control the Candidates in any way. Mountain Projects, Inc. will not be liable for any claim or action arising out of the negligent acts or omissions of the Candidate and/or Employer while engaged in any events or activities contemplated under this Agreement.
11. Mountain Projects, Inc. shall not have any responsibility for the follow-up on any formal or informal complaints involving any actions or failures between the Candidate and Employer. Should any situation or concern involve a criminal offense, both or either party is expected to contact law enforcement or other appropriate legal authorities.

12. The Employer and/or the Candidate shall not, at any time, share the Referral List with anyone. Only Employers who have signed and acknowledged a Memorandum of Understanding provided by Mountain Projects, Inc. shall be privy to the Referral List and related information. The Employer and Candidates understand that by sharing the Referral List with any outside part is a violation of this Agreement and there may be legal ramifications to your actions.
13. Please remember that if you suspect that the care recipient is being abused, neglected or exploited, North Carolina law requires you to report that suspected abuse, neglect or exploitation to the county Department of Health and Human Services.

**I acknowledge that I have read the foregoing Memorandum of Understanding and understand the contents thereof. I further understand that I am bound by the terms contained herein and that Mountain Projects, Inc. / Haywood County Senior Resource Center shall not be liable in any way for the actions and failure of both the Candidate and/or Employer.**

**RELIEF CAREGIVER CANDIDATE:**

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Printed Name of Relief Caregiver Candidate

**THE COMPANY:**  
MOUNTAIN PROJECTS, INC./  
SENIOR RESOURCE CENTER

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name