

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

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

1. The Employer agrees to indemnify Mountain Projects, Inc. / Haywood County Senior Resource Center and hold harmless, Mountain Projects, Inc., its directors, officers, employees and agents harmless from any and all costs or expenses arising out of any claim relating in any way to a Relief Caregiver Candidate (hereinafter referred to as Candidate) employment.
2. Mountain Projects, Inc. / Haywood County Senior Resource Center sets forth that a criminal background check has been performed by Mountain Projects, Inc., and is available to both 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 and shall have no liability of any kind to the Candidate or the Employer for the actions and failures to act by the Candidate or the Employer.
3. The Employer will be given a list of possible Candidates who have been screened through a criminal background check by Mountain Projects, Inc. Mountain Projects, Inc. will use all reasonable efforts to place qualified Candidates on the Relief Caregiver Referral List (hereinafter referred to as the Referral List), however, it does not guarantee the credentials, performance, or employee satisfaction of any Candidate.
4. The Candidate shall be hired, employed and paid by the Employer only. The Employer accepts full responsibility to interview Candidates from the list and will make all employment agreements with the individual Candidate. Mountain Projects, Inc. shall not be responsible for any negligence of any kind by the Employer or Candidate as Mountain Projects, Inc. / Haywood County Senior Resource Center shall only provide a list of screened candidates to the Employer. Mountain Projects, Inc. shall act as a referral agency only and does not and will not hire or employ any Candidate. It is the responsibility of the Employer, not Mountain Projects, Inc., to screen each Candidate thoroughly prior to their employment. Employers are encouraged to complete due diligence in screening and interviewing Candidates to care for their care recipient.

Mountain Projects, Inc. / Haywood Community Connections does not employ, contract privately with, license or certify the Candidates that the Employers select to employ. Mountain Projects, Inc. has no control over the actions of the Candidates or Employers of any way.

5. Mountain Projects, Inc. / Haywood County Senior Resource Center shall not provide or keep any employment information of the Candidates and the Employer other than the initial information provided in the Criminal History Background Check of the Candidate.
6. Any accidents, injuries and other relevant matters arising out of the employment of the Candidate and/or the Employer shall remain solely between the Employer and the Candidate and shall be settled between the parties, with or without arbitration, a civil suit or small claims proceeding. Mountain Projects, Inc. shall at no time be brought into any issue arising between the Employer and Candidate as it is a disinterested party who has no liability in the matter. The Employer and Candidate agree to hold harmless Mountain Projects, Inc. from any and all issues, of any nature, that may arise between the Employer and Candidate 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. can maintain an accurate and current list of available candidates.
8. The Employer will be responsible for negotiating and for payment of salaries and wages paid to the Candidate upon employment. The terms, such as job description, hours of employment, salary, mileage reimbursement and any other matters of employment shall be negotiated between the Employer and the Candidate. At no time shall salary payments made by the Employer to be paid through Mountain Projects, Inc. as Mountain Projects, Inc. shall not be a party to the employment of the Candidate by the Employer. Mountain Projects, Inc. assumes no responsibility for tax reporting or 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.
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. 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 parties are expected to contact law enforcement or other appropriate legal authorities.

11. The Employer 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. Employer understands 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.
12. Please remember that if you suspect that the care recipient is being abused, neglected or exploited, North Carolina law requires you to report 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 Employer and Candidate.**

**EMPLOYER:**

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

\_\_\_\_\_

\_\_\_\_\_  
Printed Name of Employer

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

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

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

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