



REFERRAL AGREEMENT

This Referral Agreement is made this _____ day of _____ 20____ between Staffing Solutions @ Mothers' Aides, Inc. ("SS@MA") and _____ (individually and collectively the "Client").

This Agreement confirms the terms and conditions whereby the Client seeks to use the services of SS@MA to assist in a search for one or more "Service Providers" to provide in-home, family or domestic services. SS@MA will refer Service Providers to the Client based on evaluation of apparent suitability against criteria previously specified by the Client.

In consideration of Client's payments of fees set forth herein, SS@MA agrees to perform some or all of the following services as requested by Client:

- Maintain list of prospective Service Providers
- Secure background investigations (e.g. criminal records check) of Service Providers (See Para. #4)
- Screen and match prospects until final selection
- Provide Temporary Short-Term services as indicated in Enclosure 1

1. REGISTRATION/APPLICATION FEE: Client shall pay SS@MA a non-refundable \$295.00 Annual Registration/Application Fee by way of Visa, MasterCard, Amex, or Discover before any Service Provider will be offered. The fee covers consultation, Service Provider search, registration of a long-term placement, summer placement and the use of the "Temporary Short-Term Services" for one year from the date of registration. Acceptance of this non-refundable fee by SS@MA does not guarantee that any Service Provider will be referred to the Client or that the Client will be satisfied with any Service Provider so referred. The Registration/Application Fee is separate and in addition to all other fees. If the Client desires to share a Service Provider with another Client, each Client will pay a \$295.00 Registration /Application Fee and share one Referral Fee (see Para. #2).

DEFINITIONS:

Full Time:	Average employment is 32 hours or more per week
Part Time:	Average employment is fewer than 32 hours per week
Long Term:	Continuous employment for a period of 120 days or more
Temporary:	Employment for fewer than 120 days
On-Call:	Temporary assignment of a short duration with an end date
Gross Compensation:	Gross compensation is all wages and salary paid prior to any/all deductions. Gross compensation is calculated by weekly compensation multiplied by 52 or monthly compensation multiplied by 12.

2. REFERRAL FEE (NON-REFUNDABLE): Client understands and agrees to pay Agency's Referral Fee when Agency confirms Client's hiring or engagement of a Service Provider. If a trial period is scheduled, the Agency will bill Client for the Referral Fee at the conclusion of the trial period. Referral Fees are subject to change without notice. Other fees may be due if the Client requests specific background checks on a Service Provider, to be undertaken by external agencies. Summer fees may NOT later be applied toward a Long-Term Referral Fee under any circumstances. Client understands that the Referral Fee and all fees, other than the Registration Fee, will be due and payable immediately following oral or written acceptance of an oral or written employment offer by Client to a Service Provider. The presence of Client's signature, below, authorizes SS@MA to process payment of all fees, following employment acceptance, on the Client's credit card, detailed below, without further notification. The Client understands that Visa, MasterCard, Amex and Discover are the only forms of payment acceptable to SS@MA.

Fee for Long Term Services:

CHILDCARE

- All **Full Time**, live out or live in Nanny, Parent Helper, Family Assistant, Governess
15% of Gross Annual Salary or \$3000 whichever is greater
- All **Part Time**, Nanny, Parent Helper, Family Assistant, Governess
15% of Gross Annual Salary or \$2500 whichever is greater
- All **Summer Service Providers** (employment of 120 days or less)
35% of Gross compensation or \$1500.00 whichever is greater

HOUSEHOLD

- All **Full Time**, live out or live in Housekeeper, Executive Housekeeper, Companion Care, Laundress
15% of annual Gross Compensation (minimum fee = \$3000)
- All **Part Time** Housekeeper, Executive Housekeeper, Companion Care, Laundress
15% of annual Gross Compensation (minimum fee = \$2500)

ESTATE/PRIVATE OFFICE

- All **Full Time and Part Time**, Live in or Live out Estate Managers, Household Managers, Chefs, Valets, Butlers, Gardeners, Security Body Guards, Chauffeurs, Couples, Personal Assistants and Executive Assistant Service Providers
20% of annual Gross Compensation (minimum fee = \$3000)

Trial Period: Upon Client's decision to hire a Long Term Service Provider, Agency will provide Client a three (3) day trail period with the Service Provider. Pursuant to the terms of this Agreement, Agency's fee is waived during this trial period. Client is responsible to pay all wages to the Service Provider during the trial period.

3. REFERRAL FEE CREDIT: In the event of a termination in the employment relationship between a Long-Term Service Provider and the Client, for any reason, the following schedule shall be used toward a Credit of the Referral Fee to initiate a search:

- Within the first 14 days of the start of paid employment, a credit of 100% of the Referral Fee
- 15 to 60 days of the start of paid employment, a credit of 75% of the Referral Fee
- 61 to 120 days of the start of paid employment, a credit of 50% of the Referral Fee
- 121 to 365 days of the start of paid employment, a credit of 10% of the Referral Fee

All credits will be valid towards a new Long-Term search for 12 months from the employment termination date. The Client acknowledges and understands that SS@MA does not refund fees under any circumstances. In the event of difficulties or problems with a Client and Service Provider, the Client must inform SS@MA in writing for the Referral Fee credit to remain in effect.

4. BACKGROUND CHECKS: The Agency fee includes the cost of the Background Check which will be performed at the time of a Bona Fide offer by the Client to a Service Provider. The Agency fee includes a background check executed by PFC Information Services which is limited to a 7 year search of criminal courts records, 3 year driving record history, social security scan and sex offender registry. Client agrees to pay Agency supplemental fees for any additional screening at the time Client orders any such supplemental background checks. SS@MA does not warrant the results or any checks performed by third parties at the client's request.

5. CONFIDENTIAL INFORMATION: The Client agrees to hold in confidence the identity of all Service Providers referred by SS@MA and the contents of any files or documents forwarded to the Client for the purpose of review. The Client further agrees that all such files, documents and their contents remain the property of SS@MA and agrees not to make copies or reproduce the contents, in whole or part; and upon request, Client will return them promptly to SS@MA. If the Client discloses any information about a Service Provider to a third party, and acting on that information, the third party subsequently employs the Service Provider, the Client undertakes to pay promptly to SS@MA the full Referral Fee that would have been payable for that Service Provider.

6. CLIENT RESPONSIBILITIES: SS@MA encourages Client to interview any Service Provider referred by SS@MA. Client will be responsible for any cost, including travel costs associated with the interviews of out-of-state applicants. The Service Provider shall be the employee of Client and not the employee of SS@MA. Client is solely responsible for any and all tax consequences arising from the hiring of a referral and accepts full responsibility for maintaining adequate insurance coverage against liability for injury to an employed applicant. The employment of such applicant is at the sole discretion of the Client and Client, at his/her own option, is permitted to independently investigate the applicant who is engaged by the Client. SS@MA shall not be deemed to be a party to any employment contract nor shall SS@MA be liable for any negligence or misconduct of the applicant who is engaged by the Client.

7. **REPRESENTATIONS:** SS@MA will use reasonable efforts to refer qualified Long-Term applicants to the Client; however, it does not guarantee the credentials or performance of, or Client satisfaction with any applicant. If the Client is dissatisfied, for any reason, recourse to SS@MA will be limited to a credit toward a future Long-Term search, as specified in #3 above. The Client agrees to indemnify SS@MA and hold it and all of its directors, officers, employees and agents harmless from any costs or expenses arising out of any claim against SS@MA relating in any way to an applicant's employment.

8. This agreement shall be governed by the laws of the Commonwealth of Virginia without regard to conflict of laws. Both parties agree that venue for any dispute arising from this agreement shall be Fairfax County, Virginia. In the event of litigation to resolve any disputes, the prevailing party shall be entitled to recover their costs and expenses including reasonable attorney fees.

9. Nondiscrimination: SS@MA is an equal opportunity agency and in the performance of this Agreement, neither SS@MA nor the Client shall discriminate on any impermissible basis, including race, religion, color, national origin, age, sex, or disability. Client shall indemnify and hold harmless SS@MA as provided above for any claims of such discrimination by the Service Provider or any other person.

10. This Agreement is between the Client and SS@MA only. No Service Provider is a party to this Agreement, nor will SS@MA be a party to any agreement including an employment agreement, that may be made between the Client and a Service Provider. This Agreement constitutes the entire agreement and understanding between the Client and SS@MA concerning this matter, and supersedes all previous agreements, whether oral or written. This Agreement shall not be amended or modified except in a mutually agreed upon writing signed by Client and an authorized representative of Agency.

11. When an order is placed with Temporary Short-Term Service and a referral is made by SS@MA and confirmed, the Client is responsible for the referral fee, even if that order is later cancelled. All fees are listed in Enclosure 1. Referral Fees are subject to change without notice.

I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE REFERRAL AGREEMENT AND ATTACHED GUIDELINES FOR TEMPORARY SHORT-TERM SERVICES (ENCL. 1) AND CONFIRM THAT I HAVE READ THIS AGREEMENT THOROUGHLY, AND HAVE HAD SUFFICIENT OPPORTUNITY TO SEEK LEGAL COUNSEL, IF DESIRED, AND THEREFORE CLEARLY UNDERSTAND AND AGREE TO ALL THE TERMS AND CONDITIONS.

Staffing Solutions @ Mothers' Aides, Inc.

By: *Anne Guerin*
Anne Guerin, President

Client(s):

Printed Name _____ Signed Name _____ Date _____

Printed Name _____ Signed Name _____ Date _____

Billing Information:	Visa	MasterCard	Amex	Discover
Card Number _____ - _____ - _____ - _____	Exp Date ____/____			
CVC / Security Code _____	Today's Date ____/____/____			
_____	_____			
Client's Signature	Print Full Name			

Staffing Solutions @ Mothers' Aides, 5618 Ox Road, Suite B, Fairfax Station, Virginia 22039
Phone 703-250-0700 / Fax: 703-250-0757
www.mystaffingsolutions.com

TEMPORARY SHORT-TERM GUIDELINES

SERVICES

Nanny
Mother's Helper*
Overnight Childcare
Newborn Specialist
Senior Care
Overnight Senior Care
Housekeeper
Pet Care
Pet Care or House Live-In
Party Help / Waitress / Bartender
Errands and Shopping
Personal Assistant
Personal Chef

TYPICAL SERVICE PROVIDER FEES

\$15-20 Per Hour
\$17-25 Per Hour
\$150-200 Per Calendar Day
\$17-30 Per Hour
\$16-25 Per Hour
\$175-200 Per Calendar Day
\$20-30 Per Hour
\$25-30 Per Check In
\$60-75 Per Calendar Day
\$25-35 Per Hour
\$15-20 Per Hour
\$20-35 Per Hour
\$25-50 Per Hour

*Mother's Helper means care of children, light housekeeping chores, errands, shopping, light pick-up, dishes.

AGENCY REFERRAL FEES

Families pay a \$295 non-refundable annual registration fee.

Once a referral is confirmed the per day non-refundable Agency Referral Fees are as follows:

Day and Evening Referrals: \$40.00 Per Day*

Overnight Referrals: \$50.00 Per Day*

Newborn Specialist Referrals: \$50.00 Per Day*

Newborn Specialist Overnight Referrals: \$60.00 Per Day*

Holiday Referrals: \$60.00 Per Day*

Non-Registered Families \$70.00 Per Day and Overnight and Holiday Referrals: \$80.00 Per Day*

***Less than 24 hours notice during business hours and emergency service, there is an extra \$20 fee.**

GUIDELINES

1. The Decision to employ a Service Provider will rest solely with the Client. When a Client employs a referred Service Provider, following a search, or at any unspecified future date, a Referral Fee will be due. The amount of this fee will depend on the nature and duration of the employment arrangement. A Referral Fee is due for each and every Service Provider the Client elects to employ. SS@MA does not discount the Referral Fee if the client employs two or more Service Providers.
2. The Service Providers may not leave their telephone number with the Client. Service Providers should be contacted through SS@MA.
3. SS@MA does not set salaries for the Service Providers. The Service Providers are independently contracted, employed and paid directly by the Client. The figures given are based on the Service Provider's background experience, qualification and education. Rates for the Service Providers may be slightly higher, depending on the number of children in the family. Service Providers may charge extra for visiting children.
4. Clients are responsible to pay the Service Provider for the amount of time booked, with a grace period of one hour.
5. SS@MA will bill Client's credit card for any confirmed referral generated through SS@MA and its Service Providers.
6. Should a Client want to hire the Provider on a permanent basis, the Client agrees to pay SS@MA the Long-term Placement Fee.
7. There is a four (4) hour minimum for all services provided by SS@MA Service Providers.
8. A \$15 interview fee is to be paid to the Service Provider at the time of the interview.
9. Service Providers may charge extra for the following holidays (New Year's Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve after 6pm, Christmas Day and New Year's Eve after 6pm.)
10. Service Providers should not be expected to go through a mealtime without eating.
11. Service Providers cannot administer medication of any kind unless the Client has filled out a medical release form.
12. Temporary Service Providers are responsible for paying their own taxes when their services are requested on an occasional basis. If, however, arrangements are made between you and the Service Provider which result in their wages reaching \$1,700.00 a year, then you must assume some employer tax responsibilities. For information about tax law or employer obligations, please give a call to Breedlove & Associates at 888-273-3356 or www.breedlove-online.com.

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TEMPORARY SHORT-TERM GUIDELINES – PAGE 2

TRANSPORTATION

1. Service Providers may request reimbursement at \$.55 per mile for transporting children in their vehicles.
2. Clients must sign a transportation release form if transportation is required for any position. SS@MA shall not be responsible for a Service Provider using her/his own vehicle to transport children or run errands. SS@MA makes no representation as to the Service Provider's driving ability, nor does SS@MA carry insurance to cover driving risks.

CANCELLATIONS

1. There is a \$25.00 Service Provider charge for cancellations with less than 24 hours notice, in addition to the non-refundable Referral Fee.
2. For Overnight positions, the Client will pay the Provider a non-refundable deposit equal to one calendar day's pay at time of interview to reserve overnight.
3. In **severe weather conditions**, the Referral Fee will not be charged.

SERVICE PROVIDERS

1. Service Providers are independent contractors, employed and paid directly by the Client according to their individual rate schedule. SS@MA is a referral agency. Our Service Providers are not SS@MA employees. SS@MA maintains a screened list of qualified service providers that we refer to qualified Clients. SS@MA does not establish Service Providers hourly wage rates, work schedules or set the terms and conditions of employment nor are we responsible for the performance of Service Providers. The Client agrees in conjunction with the Service Providers to hourly wage rates and other conditions of employment. Please review typical rates for various services on the front of this form.
2. SS@MA has a 10-step screening and background check that includes: a personal interview, reference check, finger printing, health and safety orientation, criminal history, driving history, social security verification, TB screening, and CPR.
3. SS@MA charges a daily referral fee for each Service Provider requested by the Client. In consideration of the referral of a Service Provider by SS@MA, the Client shall pay SS@MA a referral fee for each day the SS@MA's Service Provider is employed by the Client. This referral fee is non-refundable, even if the Client cancels or makes any changes. (Clients are responsible for paying SS@MA fees for referral of Service Providers even if the Client's registration is no longer current). Referral fees are subject to change without notice.
4. By signing this agreement with SS@MA (Enclosure 2) you agree to keep in confidence the identity of all Service Providers referred by SS@MA. Client also agrees that all scheduling of Temporary Short-Term Service be made through SS@MA. Client is not to contact a Service Provider without the agency's involvement. Service Providers have agreed in writing that service between a Service Provider and a Client without SS@MA notification will be viewed as an intentional act to interfere with the contractual rights of SS@MA and will result in the Client being held accountable for full payment of SS@MA referral fees, plus special handling/investigative fees (\$175 per hour) and reasonable attorney's fees. There is a \$500 penalty if SS@MA has not been contracted within 24 hours of booking a Service Provider for an assignment.
5. In the event a Service Provider is hired by the Client on a permanent basis, the Client shall be obligated to pay SS@MA's current Long-Term Placement Fee in addition to the daily Referral Fees accrued through the date of permanent hire. The daily Referral Fees shall cease only upon the payment of the Long-Term Placement Fee. Otherwise, the Client will be held liable for special handling/investigative fees (\$175 hour) and reasonable attorney's fees.
6. Nondiscrimination: SS@MA is an equal opportunity agency and in the performance of this Agreement, neither SS@MA nor the Client shall discriminate on any impermissible basis, including race, religion, color, national origin, age, sex, or disability. Client shall indemnify SS@MA Service Provider above for any claims of such discrimination by the Service Provider or any other person.

Regular Office Hours: Monday-Friday, 8:30am to 5:00pm **703-250-0700 Ext. 14** or **800-526-2669**

Before and After Hours Emergency Service call: 703-928-9434

Monday to Friday 6:00am to 8:30am and 5:00pm to 9:00pm

Saturday 8:00am to 5:00pm and Sunday 12:00pm to 9:00pm