



350 S. Northwest Highway Suite 300 • Park Ridge • IL 60068 • ph: 847.824.4900 , fax: 847.972.6322
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Placement Agreement

This agreement, made this ____ day of _____ 2016, between Pro Care Agency Inc. and All Best Nannies ("Agency"), located at 350 S. Northwest Highway, Park Ridge, IL and _____ ("client") residing at _____ and becomes effective when both parties sign a copy of this agreement. This agreement shall remain in effect for a minimum of one year and shall thereafter continue in effect until either party notifies the other in writing that they wish to terminate this agreement.

The parties agree as follows:

- 1. The Client requests Agency to identify and refer qualified Candidate(s) for an in-home care service provider including but not limited to nanny, baby nurses, babysitters, domestic services, house managers, elderly care, and caregiver/companion. Agency accepts the offer and will refer Candidate(s) to the Client based upon the client's work order description.
2. Agency will verify all information provided by candidates regarding their experience, employment history and references. Agency will perform preliminary interviews and evaluation of candidates to ascertain to their capabilities in regards to the Client's work order description.
3. Final selection and employment of any Candidate is solely the decision of the Client. Client is solely responsible for establishing and maintaining the terms and conditions of the candidate's employment. Client is encouraged to verify any and all employment history and references of any applicant, prior to employment of the Candidate by the Client.
4. Upon selection of a Permanent or Temporary Candidate by the Client, when the client extends a job offer, the Agency will undertake, at the Client's request, a more comprehensive review of available public records. This will include: SSN trace and previous address history, a county criminal background check, and driving record (if driving is a part of the job description). Other background checks are available through the Agency, per a client request, and an additional expense. The Client understands and agrees that the background check may not be conducted if it gives the Agency less than 48 hours to hire an in-home care provider. The Client shall receive a copy of all documentation obtained regarding the hired service provider and will treat this information as strictly confidential.

A. Fee Schedule

Placement Fee Schedule is attached and is part of this agreement. It must be initialed by Client. The placement fee is payable on the Candidate's first day of employment. Client agrees that the Agency shall charge any outstanding Placement Fee balance, as of the first day of the Candidate's employment, to the Client's credit card account, on file with Agency or by e-check. Client agrees to pay placement fees in timely manner. Client agrees to notify Agency of any increase in hours during the Candidate's employment period and to pay an additional placement fee because of the increase in total of the service provider's gross salary. Placement fee is collectible only upon the employment of a candidate referred through our agency.

B. Guarantee Terms:

- 1. If a Candidate (excluding baby nurses, babysitters and temporary service providers) referred by Agency and employed by the Client is terminated or resigns within 30 days of the start date, Agency will, at the direction of the Client, renew the search for another Candidate at no additional Placement Fee. The Client may obtain a refund of a placement fee, less than 25% of the gross wages paid but not less than \$300. No refund will be given after 30 days of employment.
2. If a Candidate referred by Agency and employed by the Client, resigns, leaves, or is, "terminated with cause" within 31 days to 90days (promotional fee) or 180 (standard fee) days from start date, Agency will, at the discretion of the Client, renew the search for another Candidate and provide its services to locate a one-time replacement at no additional fee to the Client. Agency will attempt to provide a replacement that meets the Client's requirements, but this may not be possible and is not guaranteed. The guarantee does not cover employees who leave client employment for cause such as failure to pay, abuse, other serious unfair employment practices, or change of job description.

C. Confidentiality Conditions

- 1. Client understands and agrees that Agency has invested substantial time and resources in recruiting and screening applicants. Should Client employ any Candidate referred by Agency within two years from the time of referral, Client shall owe Agency the full placement fee (standard fee).
2. Client agrees that all information regarding Candidates provided by Agency is proprietary and confidential. Client agrees to keep in confidence the identity of all Candidates referred by Agency and the contents of any documents or any other materials forwarded for Client's review. All proprietary and confidential material will be returned to Agency upon request. Client agrees that client will not disclose to any third parties the identity of any candidates referred by Agency.
3. Client gives explicit permission to Agency, at its discretion, to release Family Profile information to potential Candidates excluding names, addresses and contact information. Agency will make every effort to protect the privacy of the Client until the Client agrees the individual is a potential Candidate.

D. Miscellaneous

- 1. Agency will attempt to provide qualified candidates to the Client; however, it does not guarantee the credentials or performance, or Client satisfaction with any Candidate. If the Client is dissatisfied, Agency strictly limits its liability to the terms of the replacement policy described in the Guarantee Terms of this agreement. Agency will make reasonable efforts to recruit a replacement candidate matching client job order description.
2. Client agrees to indemnify Agency and hold its owner and employees harmless from any liability, demands, damages, judgments, actions, costs or expenses arising out of any claim against the Agency, resulting in any way from the Candidate's employment.
3. This Agreement is between the Client and Agency only. Candidates/Service providers are not employees or agents of Agency. Candidates are not party to this Agreement, nor is the Agency party to any agreements between the Client and Candidate. This Agreement is the entire understanding between both parties and may be modified only by written agreement signed by both parties.
4. In the event the Agency is forced to pursue collection of amounts due under this Agreement, it shall be entitled to interest at 18.5% per annum on all amounts due, payment of collection expenses and attorney's fees, including court costs. A 1.5% per month will be charged on all accounts unpaid after 10 calendar days.
5. If any portion of this Agreement is held to be void, the remainder of the Agreement shall stand in full force and effect. This agreement shall be governed by State of Illinois Law. Any breach of this agreement shall entitle the non-breaching party to pursue all avenues of relief.

FEE SCHEDULE

