

## **Caring Hands Childcare Services - DFW Client Registration Agreement**

This agreement is entered into as of the date indicated below by and between Caring Hands Childcare Services - DFW ("CH") and the person or persons signing below ("Client"). CH and Client agree as follows:

CH is in the business of providing referral and search services for in-home dependent care. CH actively maintains a pool of pre-qualified caregivers. Caregivers registered with CH offer their services 24 hours per day, 7 days per week. Clients seeking permanent placement services work directly with the CH Placement Counselor to screen and schedule interview. Clients using the Temporary / Occasional Service call CH to schedule caregivers. CH accesses the pool and matches a caregiver with the need. CH also maintains important records to track caregiver performance. By agreeing to the terms of this contract, you authorize CH to charge your credit card on file in accordance to the terms within.

### **Temporary / Occasional Service**

**CH refers the caregiver.** When caregivers register with Caring Hands, the Temporary Manager commits to giving each of them a fair opportunity to fill service calls placed by Caring Hands' Clients. Therefore, under the Temporary Service option, service calls are filled with caregivers on a rotating basis. It is permissible and often convenient for Clients to schedule forward with preferred caregivers at the time of service ONLY, however, the CH Temporary Manager must be included in the scheduling loop. This is critical for caregiver activity tracking, quality check procedures, billing procedures and client safety. Contracted to work exclusively thru CH, the caregivers are independent agents. Caregivers registered with CH offer their services 24 hours per day, 7 days per week. They are not employees of CH; therefore, CH can only guarantee its best efforts to fill orders within these parameters. In rare instances, service calls may not be filled due to short notice or an unforeseeable conflict for the caregiver, i.e. car trouble or other emergencies. Planning and communication minimize this concern.

**All payments due to the Caregivers are made directly to them at the time of service.** A minimum of three hours is required per call. Cancellations must be made during regular business hours prior to sit start times or the minimum charge will be payable to the caregiver at door. If caregiver is not paid at door at time of cancellation, card on file will be charged for 3 hour minimum plus 3% processing fee. If cancellation fees are not paid as agreed, service will be placed on hold. In some instances, a travel charge may apply, if agreed to in advance, per call, by the Client. Minimum payment to the caregivers is based upon current market rates that are published from time to time. Holiday pay is time and one half. **Daily and overnight rates are available.** Tips or bonuses may be paid at the option of Client. All funds paid to the caregiver by the Client are the sole property of the caregiver. **The responsibility to withhold taxes and report them at the federal and state agencies is generally the responsibility of the Caregiver**

**under the Temporary services option.** Consult your tax advisor for advice regarding your individual situation.

**Temporary Service Terms and Conditions.** This service requires a credit card on file. The individual Client will be charged a booking fee for each service call booked. Booking fees are non-refundable. A service call is defined as a call filled by a caregiver during a 24-hour period. For example, if two caregivers are used in one day, that is two service calls. If one caregiver is used two days, that is two service calls. A registration fee may be required and is payable upon the signing of this agreement and prior to service activation. Charges for service calls and cancel fees are at time of occurrence charged to card on file. If payment is not received as agreed, service will be placed on hold and \$10.00 late fee may be charged. Payments 30 days past due will require the late fee and a \$25.00 reinstatement fee to be paid before service can resume.

#### **Cancellation Fees.**

No cancellation fee will be charged by CH for cancellations made prior to assigning sitters to order. Cancellations made after assigning sitters will be charged a booking fee per sitter (\$15 for regular orders - \$13 for standing orders). Cancellations made under 24 hours will be charged a 3 hour minimum service charge per sitter. Cancellations made day of assignment, after office hours or on-site at time of service will be charged a 3 hour minimum service charge per sitter.

**All fees and payments are non-refundable.** For fees and rates, please see current rate sheet on website.

**Insurance-mandated on-site ratios.** They are as follows: 2 children to 1 CH caregiver for ages newborn to 2nd birthday, and 1 to 4 for ages 2nd birthday thru 17 yrs. (18th birthday and above is legally adult care and we DO NOT provide supervision or care.) Ratios are an absolute maximum and may not be exceeded at the discretion of any party including agency management. \*Agency may support the decision of the on-site contractor in decreasing ratio in certain circumstances in cases of special needs children, or in any case that our sitter is required to give any child/children “one on one” attention. \*Ratio negotiated with insurance agency as of January 2017.

*Note: Any Temporary Client may hire a caregiver as a permanent or full time employee from the pool by requesting to do so and as prescribed under the Selection paragraph of the Placement Process section of this agreement.*

#### **Placement Process**

**The Placement Process is available for Clients who desire the committed services of a specific caregiver of their own selection.**

1. **Contact CH and express your desire** to "buy out" the preferred caregiver for use as a sole employee for your family, daycare, church or any other registered client. \*At this time your exact offer of work must be expressed including hours, duties required, and salary offer. Do not discuss these offers with individual sitters prior to notifying agency.
2. **Your offer of work** will be relayed and the caregiver will accept or decline (if they wish to negotiate terms the agency will act as mediator until an agreement has been reached and the position accepted).
3. **Client must submit** a "selection confirmation form" / contract to agency and arrangements will be made to collect the placement fee prior to the permanent employee start date.
4. **An appointment will be set** by the agency immediately following payment to facilitate the employment contract between the employer (you) and the new nanny.
5. **Since you have used your new nanny** as a temp for a period of time (no matter how infrequent) prior to offering them permanent employment - you have experienced a sufficient trial period (a "try it before you buy it" concept) for you to have determined them qualified to be employed by you. Therefore, Caring Hands Agency offers no guarantees, warranties, or other obligations of said placement beyond the start date specified of said permanent sitter.
6. **Each permanent placement caregiver** retains the right to work with, for, and again CH as a temp when available and when it otherwise causes a conflict with any permanent job.

All fees are non-refundable.

### **Special Conditions**

**Qualifications for Services** - the services will be provided only for the care recipient of the Client as named on the Client's family or authorized Member profile.

**Administration of Medication** - CH is neither a health care provider nor a nursing service. However, a caregiver referred by CH may agree to administer medication if it can be given orally, and then, only in accordance with written instructions from the Client. Caregivers will not try to diagnose illnesses, and CH shall not be responsible for the caregiver's failure to recognize developments in the care recipient's health or condition.

**"Special Needs" Children** - CH provides care for all children provided said care falls within normal parameters of "babysitting." Children with needs that require nursing or special training to lift, provides hygiene duties, not normal of the usual development stages or require any special development training will be determined by CH and excluded from service.

**Change in Services** - the Client may hire a referred caregiver on a permanent basis **ONLY** by going through CH and paying the applicable selection fee.

**Caregiver Contact** - the Client agrees to NOT call a caregiver directly for services. It is permissible and often convenient for Clients using the Temporary Services to schedule forward with preferred caregivers at the time of service (when a certain CH caregiver is at your location or on a sitting assignment only), however, the CH Temporary Manager must be included in the scheduling loop. This is critical for caregiver activity tracking, quality control methods, billing

procedures and client safety.

**Commencement Date** - This agreement shall commence on the date shown below.

**Conditions Covered** - Caregivers referred by CH provide well-care services, and sick-care services when the Client's care recipient has common childhood illnesses, such as colds, ear infections, chicken pox, measles, or other illnesses which are not highly contagious or infectious. Caregivers reserve the right to refuse to provide services if, in the caregivers sole opinion, the care recipient's condition or illness requires care in excess of that which the caregiver is capable of providing, or if the care recipient's condition is highly infectious and would be hazardous to the health of the caregiver.

**Service Call** - For the purposes of this agreement, a service call is defined as a call filled by a caregiver during a 24-hour period. For example, if two caregivers are used in one day, that is two service calls. If one caregiver is used two days, that is two service calls.

**Response Time** - When the Client places an order, the CH Temporary Manager immediately begins calling from the pool of caregivers to schedule a caregiver that is not only pre-qualified, but wants to perform the service. While every effort is made to fill orders in a timely manner, orders placed well in advance offer the Temporary Manger the greatest opportunity to enhance the service to the Client. **In general, a forty-eight (48) hour notice is recommended.** The caregivers are independent agents; therefore CH can make no guarantees regarding the caregivers beyond that which is under the control of CH. **No cancellation fee will be charged by CH for cancellation of a caregiver's service after confirmation of the service call has been made unless cancelled under 24 hours from service time. If the cancellation is made in less than 24 hours, the cancellation fee is \$10.00 (See also the cancellation provision for the caregiver under the Temporary Service section above.) If a call cannot be filled, there is no charge to the Client.**

**Quality of Caregivers** - All caregivers are interviewed, and full background investigations are performed, criminal background check processed through the Texas Department of Public Safety for the county in which the caregiver resides, verification of at least six references, and copies of driver's license, and Social Security card. Caregivers are required to have a current CPR certificate or obtain one within 30 days of registering with CH. Additional tests and certifications are documented as they become available. Caregivers agree to random drug and psychological testing. These tests are available upon request, at an additional charge to the Client. Quality checks are regularly performed on work done by caregivers performing Temporary Service. CH files are available to Clients for verification of CH efforts to refer only the best possible caregivers. CH procedures are designed to maximize quality and minimize risk in this very sensitive industry. **CH relies heavily upon the Client for candid report during quality checks. Continued observation and communication between the Client and CH are important in this effort.**

**Termination** - the Client may terminate this agreement for any legitimate reason, such as a move, lost job, change in care recipient needs, etc. In such case, the Client must call CH and inform them of the termination and the reason. CH will release the Client from the agreement

under legitimate circumstances; however, all prior payments made to CH are non-refundable. In the event of termination, the Client agrees to not solicit or employ caregivers that have been or are registered with CH. If this should happen, the Client agrees to pay the full fees to CH that normally would have been due. CH may terminate this agreement at any time that CH determines the scope of service requested is, or evolves, beyond the scope of service offered by CH, in terms of caregivers qualification, or Client expectations.

**Default** - In the event of the Client defaulting under this agreement, the Client agrees to pay all reasonable attorney fees and court costs incidental to enforcement of this agreement.

**Client agrees not to request**, require, entreat, or otherwise demand private / personal contact information from temp caregivers directly for any reason, but instead agrees to contact CH with all requests for work including the purposes of referral.

**Clients may request** a receipt for sales/service fees paid to individual caregivers at the time of service only. Statements of service fee paid for agency service will be provided upon request including Federal Tax ID#.

### **Important Information**

**The following excerpts are taken from the State of Texas Department of Licensing and Regulation administrative rules.**

Section 1. Definitions. Service File - means a job order, resume, application, work paper, or other record containing any information relating to an applicant, employer, or position, or the operations of a personnel service. (The undersigned stipulates that verbal disclosure of service file information is part of the Service file definition)

Section 4. Service File as A trade Secret. A service file and its contents are trade secrets as defined by Section 3 I OS of the Penal Code.

Section 5. Criminal Penalty. A person who knowingly or intentionally violates or fails to comply with a provision of this Act commits a Class A misdemeanor.

Section 6. Remedies. (a) A person who violates a provision of this Act is liable to a person adversely affected by the violation for the amount of all actual damages produced by the violation. In the event a person adversely affected establishes that a violation was committed knowingly, the person shall be awarded three times the amount of actual damages. (b) In an action file under the section, a plaintiff who prevails shall receive court costs and attorney's fee.

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Print name

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Signature

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Date