



## CAREGIVER AGREEMENT FOR IN-HOME CHILDCARE

This Caregiver Agreement for In-Home Childcare (the "Agreement") is made on \_\_\_\_\_ between Parents in a Pinch, Inc. ("PiaP") of Brookline, MA, and \_\_\_\_\_ (the "Caregiver").

1. **SERVICES:** PiaP is a household staffing referral agency. PiaP will make reasonable efforts according to applicable law to match the Caregiver with PiaP's clients ("Clients") for babysitting, nanny or other positions. The Caregiver understands and agrees that the information she/he supplied to PiaP has been given for the purpose of evaluating the Caregiver's job-related qualifications, and that PiaP does not unlawfully discriminate in referrals, placements or employment. The Caregiver is under no obligation to accept any position that PiaP or its Clients may offer, and also understands and agrees that PiaP does not guarantee her/his referral, placement, employment or terms of employment.
2. **RESPONSIBILITIES:** The Caregiver will conduct herself/himself as a childcare professional, initiating activities, responding to the needs of children, and monitoring their safety. In the event of a child's illness or accident, the Caregiver shall attempt to contact the parents and follow their instructions or the instructions of those individuals designated by parents as emergency contacts. In case of emergency, the Caregiver's responsibility is to ensure the safety of the children first and foremost.
3. **BACKGROUND:** The Caregiver represents that she can perform the essential functions of the job, including but not limited to providing safe, quality care for children, with or without reasonable accommodations. The Caregiver represents that all the information that she/he provided to PiaP is true, accurate, complete and correct. The Caregiver authorizes the investigation, furnishing and disclosure of all information regarding her/him and her/his character to PiaP and its affiliated entities, representatives, and Clients for employment purposes. The Caregiver understands and agrees that any misrepresentation, falsification or material omission of information provided to PiaP may be grounds for PiaP to refuse to refer, place or employ the Caregiver.
4. **CONDITIONS:** The Caregiver agrees to provide services to Clients in a competent manner exercising skill and judgment consistent with professional practices. The Caregiver understands and agrees that information about Clients is confidential and shall be used only in conjunction with PiaP's services. To the maximum extent allowed by law, the Caregiver will not use or disclose any confidential information regarding Clients.
5. **TYPES OF JOBS AND PAYMENT**
  - A. **JOBS IN WHICH THE CLIENT IS THE EMPLOYER – "PARENT PAID"**
    - **NATURE OF RELATIONSHIP:** The Caregiver is not an employee of PiaP for certain jobs, including nanny positions and some short-term babysitting jobs where PiaP does not supervise the Caregiver. For such jobs, the Caregiver shall be an employee of the Client, and will receive direction, including hours of work and services to be provided, from Client. PiaP is not responsible for the Client's actions.
    - **PAYMENT FOR SERVICES:** The Caregiver understands and agrees that the Client will be responsible for paying the referred Caregiver for short-term babysitting at the rate of at least \$15.00 per hour. For nanny services, the rate of pay will be negotiated between the Caregiver



and the Client. The Caregiver understands and agrees that PiaP is not responsible for withholding federal, state, or other taxes. It is the Caregiver's responsibility to pay taxes and other legally required payments. No insurance, including workers' compensation insurance, shall be obtained by PiaP that covers the Caregiver for these jobs.

#### **B. JOBS IN WHICH PIA P IS THE EMPLOYER – "AGENCY PAID"**

- **NATURE OF RELATIONSHIP:** The Caregiver is an at-will employee of PiaP for certain jobs, including group childcare supervised by PiaP and some short-term babysitting jobs supervised by PiaP. For such jobs, the Caregiver shall be an at-will employee of PiaP, and will receive direction, including hours of work and services to be provided, from PiaP. Notwithstanding any other provisions of this Agreement or otherwise, the Caregiver and PiaP understand and agree that in Agency Paid jobs, the Caregiver is an at-will employee and thus either the Caregiver or PiaP can terminate employment with PiaP with or without cause, and with or without notice, at any time.
  - **PAYMENT FOR SERVICES:** The Caregiver understands and agrees that PiaP will be responsible for paying the Caregiver for short-term babysitting at the rate of at least \$15.00 per hour. The Caregiver understands and agrees that PiaP will make appropriate withholdings as required by law.
6. **AGREEMENT WITH PiaP:** The Caregiver will not enter into an agreement with any Client which has the effect of avoiding the Caregiver's or Client's obligations to PiaP. The Caregiver agrees that if a Client requests additional services from the Caregiver, or if the Client seeks to hire or otherwise engage the Caregiver's services, the Caregiver shall contact PiaP and confirm all services through PiaP. The Caregiver also agrees to inform PiaP if her/his work hours or compensation increase or are different than what they were originally when PiaP placed the Caregiver with the Client.
7. **TERMINATION:** This Agreement will automatically terminate if:
- (a) The Caregiver is negligent in the performance of responsibilities to PiaP or Clients;
  - (b) The Caregiver violates any provision of this Agreement;
  - (c) The Caregiver engages in fraud or dishonesty with PiaP or its Clients;
  - (e) The Caregiver engages in conduct that is harmful to the interests or reputation of PiaP, including but not limited to
    - (i) Smoking cigarettes, using or being under the influence of alcohol or illegal drugs, or the illegal purchase, sale, possession, or other transfer of drugs or alcohol while on the job, or
    - (ii) Abuse, threats or harassment of PiaP's Clients or employees.

Otherwise, this Agreement may be terminated at any time by PiaP or the Caregiver upon 5 days notice to the other party.

8. **DISCLAIMER/WAIVER/HOLD HARMLESS/LIMITATION OF LIABILITY:** PiaP assumes no liability or responsibility for, and makes no representations, guarantees or warranties about, any information or services it provides. **The Caregiver's use of PiaP's services is at the Caregiver's own risk.** Additionally, PiaP does not employ or exercise control or discretion over Clients, and disclaims all responsibilities for Clients' conduct or omissions.



By signing this document, to the maximum extent allowed by law, the Caregiver waives and releases PiaP and its owners, agents, employees, officers, attorneys, representatives and affiliated entities from all liability, including but not limited to liability arising from negligence or the actions of any third party, including but not limited to Clients.

This Agreement does not govern claims that cannot be released by private agreement or that cannot lawfully be waived. In addition, this Agreement does not limit either party's right, where applicable, to file, cooperate with or participate in an investigative proceeding of any governmental entity, or to file charges that do not seek personal relief for released claims with any governmental entity.

Additionally, the Caregiver shall indemnify, defend and hold PiaP and its owners, agents, employees, officers, attorneys, representatives and affiliated entities harmless against any damages or liability whatsoever arising out of or in any way in connection with the Caregiver's referral to or employment or association with PiaP's Clients.

Finally, to the maximum extent allowed by law, neither party to this Agreement shall be liable to another party to this Agreement for consequential, incidental, exemplary, punitive, special or indirect damages of any kind. If any exclusion or limitation of damages is not permitted by law, the parties' liability to each other is limited to the maximum extent permitted by law.

9. **MISCELLANEOUS:** This Agreement shall be governed by and interpreted according to Massachusetts law. Any action or proceeding commenced regarding this Agreement shall be brought in Norfolk County, Massachusetts.

This Agreement constitutes the entire agreement between PiaP and the Caregiver and supersedes all prior oral and written agreements between PiaP and the Caregiver with respect to the subjects covered in this Agreement. This Agreement shall not be amended or modified except in a mutually agreed upon writing signed by the Caregiver and an authorized representative of PiaP.

The terms of this Agreement are severable and may be reformed. The invalidity or unenforceability of any provision within this Agreement shall not affect the application of any other provision, provided that the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

**The parties to this Agreement hereby certify, represent and warrant that they have carefully read this Agreement, that they fully understand its final and binding effect, and that they agree to all of its terms and conditions.**

**The Caregiver understands that this agreement will not be effective until s/he receives confirmation from the Agency that all elements of the application, including references and criminal record check, have been completed and are deemed acceptable by the Agency.**

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Caregiver

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Authorized PiaP Representative