



THE BABY HIVE

FEES & POLICY SCHEDULE

- 1. Setup Fee/Retainer Fee.** A non-refundable application fee (the “Setup Fee”) or Retainer Fee will apply. This amount varies depending on the service level chosen.
- 2. Overtime Pay.** In accordance with Utah law, any household staff (e.g., a nanny or babysitter) can work up to 40 hours a week without receiving overtime pay. If the Client utilizes the same Caregiver for more hours, they will pay the overtime rate of time and a half for any hours exceeding the allotted 40 hours based on the hourly rate the Client has signed up for. If a Client does not wish to pay the overtime rate, we can send a second Caregiver to assist them for any hours exceeding 40 hours a week for the normal hourly rate. The overtime rate does not apply to Newborn Care Specialists or Doulas.
- 3. Payment.** The Client shall keep a credit card number or bank account number on file with The Baby Hive. The Baby Hive shall charge the Client's credit card or draft from the bank account number for all hours requested every two (2) week period. For on-call babysitting, the Client will be charged when the request is made. For Clients choosing to pay via auto draft from a bank account, no processing rate will apply. For Clients choosing to pay by credit card, there will be a 3% processing fee upon each invoice. Please see the Payment Plan Options page to enter your payment information.
- 4. Transportation Policies.** Upon request, our Caregivers can transport Clients’ children or run errands on behalf of the Client. If the Caregiver uses their car to transport, there will be a transportation reimbursement set forth on a case-by-case basis, with a ten-dollar (\$10) minimum per day. The Client is required to sign the transportation waiver for each Caregiver that is transporting their children. Additionally, the Client with provide the Caregiver with proper booster seats, car seats, etc. Transportation will not be provided to children of unregistered Clients.
- 5. Late Fee.** Clients are required to keep The Baby Hive informed of any account changes to their credit card or bank account information. Updates or payments that are not given to The Baby Hive within five (5) days of invoice dates are subject to a twenty-five dollar (\$25.00) Late Fee.
- 6. Replacement Policy for Care.** If a Caregiver has been placed with the Client and can no longer fulfill the requirements of the position, The Baby Hive will make every effort to replace this Caregiver to the best of their ability; however, a replacement Caregiver is not guaranteed.

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- 7. Illness in the Home.** It is the Client's responsibility to notify The Baby Hive if a person in the home has a contagious disease/illness. The Baby Hive reserves the right to cancel the scheduled hours during the duration of the illness. While all employees of The Baby Hive maintain current immunizations and practice universal precautions (sanitary practices), they need to protect themselves, their families, and other clients from exposure.
- 8. Last-Minute Care.** If the Client needs services with less than forty-eight (48) hours prior notice, the Client will pay an additional backup care fee of twenty-five dollars (\$25.00).
- 9. Client Confidentiality.** During the course of employment, employees of The Baby Hive may legitimately see, hear, or otherwise become privy to information about the Client. It is understood and agreed that all information relating to the Clients, including (but not limited to) financial, household, or career, is confidential information that may not be disclosed to anyone without the written consent of the undersigned Clients or court order. It is also understood that a failure to abide by this Agreement may, at the Client's discretion, result in immediate termination of the contract. Employees of The Baby Hive will at all times maintain confidentiality regarding the affairs and concerns of the household and its members and respect the Client's right to privacy.
- 10. Client's Acquaintances and Relatives.** The Client is solely responsible for the actions of acquaintances and relatives including, but not limited to, hours during which the Caregiver is caring for the child or children. The Client shall indemnify and hold harmless the Caregiver from the negligence and actions of such persons. Except in the event of an emergency, unless the Caregiver is informed in advance, and unless he or she is acquainted with the person or is provided with a picture, they will not release the child or children to anyone and will not permit anyone to care for the child or children other than the Client.
- 11. Non-Compete.** Should any Candidate identified and/or referred to Client by The Baby Hive be hired as a Nanny or any similar capacity at any time within twenty-four (24) months of the Effective Date by Client, Client shall pay The Baby Hive a placement fee in the amount of 12% of the total gross nanny wages for the first year of employment with a four thousand five hundred dollar (\$4,500.00) minimum (the "Placement Fee"). The Placement Fee is due for each and every Candidate that Client elects to employ. All Placement Fees are due and payable immediately upon the occurrence of an oral or written offer to hire and acceptance of employment (regardless of the actual start date) and must be paid in cash or by another readily negotiable payment method, including credit card.
- 12. Revision of Fees and Policies Hereunder.** The Baby Hive may revise this Fee and Policy Schedule from time to time upon notice to the Client.

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For Babysitting Services

- 13. Hourly Rate: Daytime Babysitting.** The Client shall pay The Baby Hive forty dollars (\$40.00) per hour of services provided by a Babysitter for one child two (2) years of age and older. No Setup Fee is required for on-call or babysitting services.
- 14. Hourly Rate: Overnight Babysitting.** The Client shall pay The Baby Hive forty-five dollars (\$45.00) per hour of overnight services provided by a Babysitter for one child two (2) years of age and older.
- 15. Infant Care.** There shall be an additional five dollars (\$5.00) per hour charge for children under two (2) years of age.
- 16. Additional Children.** There shall be an additional three dollars (\$3.00) per hour charge per additional child.
- 17. Booking Minimums.** The Client will be billed for all hours requested on any given date. The Babysitter will be paid for all hours reserved even if they are let go early from the shift. If the Babysitter stays later than the originally reserved time, the adjustment will be noted on the Client's invoice. There shall be a four (4) hour minimum charge per booking.
- 18. Holiday Dates.** New Year's Day, Easter, Mother's Day, Memorial Day, Father's Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, or the evenings of Valentine's Day and New Year's Eve. All requests for these dates will be handled on a first-come, first-served basis. The hourly rate shall be sixty-five dollars (\$65.00) per hour of childcare services.
- 19. Cancellations.** The Client will cancel with as much notice in advance of the scheduled day. If a notice of cancellation is provided less than 24 hours before the scheduled day, The Baby Hive reserves the right to bill you 100% of the scheduled charge.
- 20. Babysitter Cancellations.** In the event that the scheduled Babysitter is unable to provide the scheduled services due to unforeseen circumstances (e.g. family emergency, illness, weather, etc.), The Baby Hive will make all reasonable attempts to schedule an alternate Babysitter to cover the shift or reschedule the day of services. Should we be unable to do so, we will provide you a credit for the canceled hours of services at a 25% discount.
- 21. Number of Babysitters.** The client understands that there may be up to two babysitters assigned to the client: (1) a primary babysitter and (2) a substitute babysitter should the need arise.

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For Nanny Placements

23. Setup Fee: Nanny Placements. A non-refundable application fee (the “Setup Fee”) of five hundred dollars (\$500.00) is due and payable to The Baby Hive by the Client upon signing of this Agreement.

24. Evaluation Fee. Prior to entering into a contract with a Candidate for employment as a Nanny, Client may engage Candidate for an evaluation period for a maximum of three (3) Candidates. For each evaluation period, Client shall pay The Baby Hive at a rate of no less than thirty-five dollars (\$35.00) per hour. There is a four (4) hour minimum for any evaluation day with an overtime rate of fifty-two dollars (\$52.00) per hour for any hours in excess of forty (40) hours in a work week (Monday through Sunday). No evaluation period shall exceed five (5) days or result in a payment of more than nine hundred dollars (\$900.00) for any Candidate.

25. Annual Cost of Living Increase. A cost of living adjustment will be applied to the base rate and will be assessed according to the previous year's cost of living increase according to the Social Security Administration. It will be applied annually on the anniversary of the nanny's start date.

26. Nanny Placement. Upon successful placement of a Nanny, the Client shall pay The Baby Hive the placement fee of 12% of the total gross nanny wages for the first year of employment. There is a four thousand five hundred dollar (\$4,500.00) minimum on all nanny placements. The Client will pay the nanny directly for his or her services following the payment of the placement fee. The Client will have a 60-day guarantee on the nanny placement.

27. Replacement Policy: Nanny Placement. If the initial Candidate leaves the Client's employment within the replacement policy time limit of 60 days, The Baby Hive will make reasonable efforts according to applicable law for 30 days to provide additional referrals for a maximum of one replacement Candidate to the Client. The client has 30 days from the date of the Candidate's last day of employment or other engagement with the Client to invoke this Replacement Policy with The Baby Hive. The Baby Hive's obligation to provide additional referrals is expressly conditioned on Client's (1) satisfaction of all of its obligations under this Agreement, including but not limited to the payment of all The Baby Hive's fees and charges in a timely manner; (2) notification to The Baby Hive within 48 hours of the Candidate's termination of employment; (3) abiding by all applicable laws, including paying the Candidate in a timely manner in full as required by law; (4) not materially changing the Candidate's job duties or job description; (5) providing The Baby Hive with a fully executed copy of the Client's work agreement with the Candidate by the Candidate's first day of employment or other engagement with Client; and (6) not engaging in any acts of harassment, abuse, or moral turpitude in the context of the employment relationship.

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For Nanny Placements

27. Replacement Policy: Nanny Placement. Determining compliance with these conditions is at the sole and absolute discretion of The Baby Hive. If the Client fails to satisfy all the aforementioned conditions, The Baby Hive shall have no further obligations to the Client. The Baby Hive's obligation to provide additional referrals shall not apply if the Candidate gives the Client notice of their intention to terminate their employment with the Client at the end of the time period indicated in the Client's base package or any additional replacement periods purchased.

28. Non-Responsiveness Clause for Placements. In the event that the Client does not respond to the Agency after three (3) written attempts, is not placed by the Agency within 60 days of signing of this Agreement, and the Agency has provided at least three (3) candidates who, in the sole and absolute discretion of the Agency, are reasonably suited to perform the duties set forth in the Client's job description (a "Viable ChildCare Specialist"), the Client will be charged a five hundred dollar (\$500.00) non-refundable deposit ("Deposit") to continue to receive the Agency's services. The Deposit will be applied to the final balance due upon the hiring of a Viable Care Provider; however, if the Client alters the job description from that which the Client expressed in their client application and such alteration causes a new search, the Deposit will not be applied to the balance due and is non-refundable.

For Newborn Care Specialist (NCS) & Postpartum Doula (PD) Services

29. Retainer Fee: NCS/PD. To guarantee the services of The Baby Hive, the Client agrees to pay a retainer fee equal to 25% of the total cost of the services given by the NCS/PD. The retainer fee will be held and applied to the last invoice at the end of services.

30. Hourly Rate: NCS/PD. The Client shall pay The Baby Hive fifty dollars (\$50.00) per hour of services provided by an NCS/PD for one infant.

31. Additional Children. There shall be an additional five dollars (\$5.00) per hour charge for each additional child in the care of the NCS/PD.

32. Holiday Rate- NCS/PD. The Client shall pay a thirty-five dollar (\$35.00) per hour additional charge to the base hourly rate for work scheduled during the 24-hour periods of New Year's Eve, New Year's Day, Easter Sunday, Independence Day, Thanksgiving Day, Christmas Eve, and Christmas Day. The Client has the option to reschedule days that follow these holidays.

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- 33. Rest.** The NCS/PD will be resting or lightly sleeping when your baby (or babies) sleeps. He or she requires a bed or mattress to rest. The NCS/PD does not consider a chair or the floor as an appropriate resting place. The NCS/PD does not do awake duty during the night unless specified before the position begins and is agreed upon by both parties.
- 34. Awake Duty.** Should the Client request awake duty, there is a twenty-five dollar (\$25.00) per hour additional charge to the base hourly rate. This must be specified before the contract begins. The Baby Hive has the right to void this contract should they not have an NCS/PD who is willing to do awake duty. This must be done before the signing of this contract.
- 35. Cancellation of NCD/PD.** If the Client changes their mind, for any reason, prior to the scheduled start of the contract, The Baby Hive will retain 100% of the Retainer Fee. If it is less than 10 days prior to the start of the contract, the balance of the contract amount is due in full.
- 36. Approved Cancellation of NCS/PD.** The following are valid reasons to terminate the NCS/ PD Agreement:
- If the NCS/PD does not report to the home of the client on the agreed-upon start date and time without any reasonable explanation, 100% of the Retainer Fee will be refunded, and no additional monies will be owed to The Baby Hive or the NCS/PD.
 - If the NCS/PD leaves the position due to disrespectful treatment by the Client or noncompliance by the Client with the agreed-upon terms of this agreement, there will be no refunds issued and the remainder of the contract amount will be due immediately.
 - If the Client provides written notice to the NCS/PD of dismissal because of cause (if NCS/PD is charged with a felony, theft, intoxication in the home, in possession of non-prescription narcotics, displays gross negligence or physical abuse to the infants, or engages in clearly unprovoked violent behavior), 100% of the Retainer Fee will be refunded and the remainder of the contract will be canceled according to the date of the noted behavior changes.
 - In the event that the scheduled NCS/PD is unable to provide the scheduled services due to unforeseen circumstances (e.g. family emergency, illness, weather), The Baby Hive will make all reasonable attempts to schedule an alternate NCS/PD to cover the shift or reschedule the appointment. Should we be unable to do so, we will provide you a credit for the canceled hours of services at a 25% discount.
 - The Client understands that there may be up to two NCS/PDs assigned to the Client to accommodate any issues described in the previous bullet point.
 - This contract may be terminated with a seven-day notice if the NCS/PD is not following the Client's instruction on caring for the infant(s). This is predicated on the condition that the Client is asking the NCS/PD to do reasonable care and it has been discussed with the NCS/PD, and the NCS/PD does not comply. The Client will use the American Academy of Pediatrics (AAP) guidelines as a reference for their instruction.

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37. Special Considerations

- a. The NCS/PD is in the Client's home to educate and assist the parents. Should the parents require the NCS/PD to do something the NCS/PD finds ill-advised or dangerous, the NCS/PD has an obligation to report the action to the Child Welfare Protection Department in the Client's state.
- b. The NCS/PD will make every effort to educate the Client on the issue before taking the aforementioned action. Should the NCS/PD be released from this contract because of her action to protect the child, she will receive payment in full for the entire contract.
- c. The NCS/PD will be swaddling your infant(s). Newborns have an underdeveloped nervous system and studies and experience has shown that swaddling helps as a calming tool until an infant becomes more neurologically developed. Swaddling helps babies sleep better, and are easier to care for. Should the Client decide not to swaddle once the position has begun, The Baby Hive reserves the right to nullify this contract with no return of retainer.
- d. Should the baby come home from the hospital on any type of medical device, the Client will instruct the NCS/PD on the care and usage of said device. The Client understands that the NCS/PD is NOT an RN or medical professional, and will need the Client to supervise until the NCS/PD is able to competently care for the infant on his or her own. It is also understood that the NCS/PD is not held liable for any misinformation that the Client may deliver on the care of the infant or usage of the device. The NCS/PD will inform the Client at any time he or she feels unsure of what to do, or if he or she does not feel competent to perform his or her duties under these conditions. The NCS/PD may default on this contract, with no consequence to him or her, should he or she feel an RN should handle the situation. Should this happen, the Client owes The Baby Hive for time worked. The Client also has the right to terminate this contract should they feel the NCS/PD is not competent to care for the infant. The same terms apply for the Client, paying only for time worked.

38. General Issues

- a. The NCS/PD will use a Daily Care Log when administering medication to the infant(s) and also when performing general infant care.
- b. The Baby Hive shall be reimbursed by the Client for all reasonable expenses incurred by the NCS/PD of his or her duties under this contract, provided expenses are incurred with the approval of the Client and provided the NCS/PD produces such evidence of expenditure as the Client may reasonably require.
- c. If there are animals in the house that the NCS/PD "feels" are jeopardizing the safety or welfare of the baby or herself, the NCS/PD has the right to ask those animals be kept outside, in an enclosure, or closed off area of the house while he or she is in the house with the baby. Failure on the Client's part to cooperate will be considered a breach of this contract. The NCS/PD will never take a chance with the life or safety of the baby, no matter how much love and trust a Client has for an animal.